### Agenda Action Report prepared for the Cascade County Commission

ITEM: Tax Appeal Board Appointment

PRESENTED BY: Commission

### Tax Appeal Board

<b>Applicant</b>	Vacancy (1)	(3 Year) Term Expiration: April 30, 202		
Chuck Pankratz		(Requesting Re-Appointment, served 1 term)		

### **Background**

The Cascade County Tax Appeal Board is a three (3) member board appointed by the County Commissioners. Board members serve staggered three-year terms. The County Tax Appeal Board hears protests concerning assessments made by the Department of Revenue in accordance to rules prescribed by the State Tax Appeal Board. The primary purpose of the County Tax Appeal Board is to review the market value assigned by the Department of Revenue and to determine if taxed property is correctly appraised at 100% market value. Disputed decisions of the County Tax Appeal Board are submitted to the State Tax Appeal Board. Members of the County Tax Appeal Board should possess a clear understanding of market value, costs of construction, and the concept of capitalization of income. Appointees to this Board should be flexible for scheduling of tax appeal hearings.

### **Public Notice**

In accordance with 15-15-101(6) MCA, the Cascade County Tax Appeal Board will be in session from July 1st through December 31<sup>st</sup>, 2021 for the business of hearing property valuation and classification appeals. Any taxpayer who disagrees with the appraised value or classification of his or her property may file an appeal with the Cascade County Tax Appeal Board within thirty (30) days of receipt of the Notice of Classification and Appraisal, or Notice to Change Valuation (assessment notice), established by the Montana Department of Revenue. All property owners will receive an assessment notice as 2021 is a reappraisal year. Appeal forms are available from the Clerk & Recorder's Office in 121 4<sup>th</sup> Street, Suite 1B-1, Great Falls, Montana or on the Montana Tax Appeal Board website: <a href="www.mtab.mt.gov">www.mtab.mt.gov</a>. Appeals must be filed with the County Clerk and Recorder who will notify the County Tax Appeal Board to schedule a hearing. (Publication GF Tribune: May 9, 2021)



### CASCADE COUNTY BOARD APPLICATION



Please complete this form and return it to the County Commission Office, Room 111 Courthouse Annex, 325 2<sup>nd</sup> Avenue North, Great Falls, MT. 59401. If you have any questions, please contact the Commission Office @ (406) 454-6810. This application is designed to obtain information as to your interest and qualifications for serving on a County Government Board.

qualifications for serving on a County Government Board.
(Please Print or Type) Date May 3, 2021
NAME Charles "Chuck" Pankratz
TELEPHONE (Home) (Work) (Cell) 406-868-4339 (E-Mail) cepankratz@aol.com
CURRENT ADDRESS 320 Riverview 4 West, Great Falls, MT 59404
Previous Public Experience (Elected or Appointed)
Previous Volunteering or County Boards Cascade County Tax Appeal Board Member & Alternate
Current Volunteering or County Boards Cascade County Tax Appeal Board Member
Current Employer Pankratz Apprasial Services (self-employed)
Residential Appraisal License with Montana Board of Real Estate Appraisers
Bachelors Degree in Business Technology
Please indicate which of the following Boards/Trustee positions you are interested in.  Mark 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> choices below.
Board of Health Fire Fee Service Area Planning
Compensation Great Falls Airport Authority Tax Appeal
DUI Task Force Great Falls Transit Weed Board
ExpoPark Advisory Historic Preservation Advisory Zoning Board of Adjustment
Fire District Area Library Trustee Other
Please list special experience or education you may have for serving on any of the boards (Additional information, comments or resume may be added to the back of this form.)  Processed 100's of appeals when I worked at the Department of Revenue in North Central Montanan prior to retiring in 2015.
I am knowledgeable in the administrative process the Tax Appeal Board uses and have a good understanding of the methods
the department uses to determine valuations.

# Agenda Action Report Prepared for the Cascade County Commission

ITEM: Lease Agreement with Rimrock Valley Preserve, LLC

for Solid Waste Site

INITIATED AND PRESENTED BY: Rina Fontana Moore, Clerk and Recorder

ACTION REQUESTED: Approval of Contract 21-58

### BACKGROUND:

Cascade County signed a Lease Agreement in June 2013 with Jim Larson for a solid waste site on his property at the northwest corner on Tiger Butte Road in Cascade County, Montana. (Reference Cascade County Contract #13-94; R0276376.) This agreement will be effective the "Date of Signing" to June 30, 2023 with a rate of \$1,500 per year and is binding on successors in interest. Recently, the property has been purchased by James S. Bumgarner, dba Rimrock Valley Preserve, LLC. Although the current agreement is binding as written on Mr. Bumgarner and Rimrock Valley Preserve, LLC., for accounting and auditing purposes, the parties have re-drafted the agreement to reflect Rimrock Valley Preserve, LLC, as the Lessee. The balance of the terms and conditions remain the same with the Lease expiring in June 2023.

**RECOMMENDATION:** Approval of Contract 21-58.

### TWO MOTIONS PROVIDED FOR CONSIDERATION:

### MOTION TO APPROVE:

Mr. Chair, I move that the Commission approve Contract 21-58, a Lease agreement with Rimrock Valley Preserve, LLC for Solid Waste Site.

### MOTION TO DISAPPROVE:

Mr. Chair, I move that the Commission disapprove Contract 21-58, a Lease agreement with Rimrock Valley Preserve, LLC for Solid Waste Site.

### LEASE AGREEMENT

This Lease Agreement, made and entered into this \_\_\_\_\_ day of April, 2021, by and between Cascade County (hereinafter "Lessee"), acting in accordance with Title 7, Chapter 11, of Montana Code Annotated, whose mailing address is Cascade County Courthouse Annex, 325 2<sup>nd</sup> Avenue North, Suite 111, Great Falls, MT 59401 and Rimrock Valley Preserve, LLC., (hereinafter "Lessor"), a domestic limited liability company whose mailing address is 72 Limestone Lane, Great Falls, MT 59405.

1. <u>Property Description</u>: Lessor, in consideration for the rents and covenants contained herein, which are to be paid and performed by Lessee, does hereby lease to Lessee the following property situated in Cascade County, Montana, and more particularly described as:

An area of land, not to exceed three acres at the northwest corner on Tiger Butte Road, 45 feet east of property line, 250 south of the property line, according to the official plat thereof on file and of record in the office of the Cascade County Clerk and Recorder.

2. <u>Use of Subject Property</u>: Lessor agrees that Lessee and its contractor, Montana Waste Systems (or its successor(s) in interest), shall have the exclusive use and possession of the subject property for the entire term of this Lease Agreement for the operation of a refuse container site as contemplated in Title 75, Chapter 10, of the Montana Code Annotated. Lessor herein agrees that Lessee shall be permitted to construct a refuse container with a capacity of approximately forty cubic yards. Said refuse container shall consist of a concrete pad measuring approximately sixty (60) feet wide by fifteen (15) feet long by six (6) inches deep; a concrete retaining wall measuring approximately eight (8) feet high by sixty (60) feet long by one (1) foot wide; and an access road and a dumping ramp leading to the container measuring approximately sixty (60) feet long by seventy (70) feet wide. Lessor further agrees to allow Lessee, who shall not commit waste, to obtain or utilize any and all fill material located on the leased property for construction of an appropriate ramp and access road to the refuse container site.

Lessee acknowledges that traffic on Tiger Butte Road from the intersection of State Route 87/89 to the waste site causes additional wear and tear on this stretch of road and typically results in the need for frequent maintenance. Lessee agrees to perform maintenance on this stretch of road taking into consideration County priorities, traffic volume and availability of funds.

- 3. <u>Property Title</u>: Lessor represents that he owns the subject property in fee simple and that the property is free from encumbrances. Lessor further represents that he has the right to enter into this lease and that he will procure any further assurances of title that are reasonably necessary for the protection of the Lessee.
- 4. <u>Lease Term</u>: The term of this Lease Agreement shall terminate on June 30, 2023. The term of the lease may be extended upon agreement of the parties.
- 5. <u>Rent Payment</u>: Lessee shall pay Lessor One Thousand, Five Hundred U. S. Dollars (\$1,500.00) per year in consideration for the exclusive use and possession of the subject property, payable on or before July 1 each year this Lease Agreement is in effect. Said payment shall commence on July 1, 2021.
- 6. <u>Termination</u>: The parties agree that, in the event Lessee's intended refuse operation becomes illegal, unprofitable, or otherwise impossible and, in Lessee's opinion, its refuse operations should cease, Lessee may terminate this Agreement by notifying Lessor in writing at least thirty (30) days prior to the cessation of its reuse operation. Lessee may also terminate this Agreement if Lessor should fail to comply with any of the provisions contained herein.

In the event Lessee fails to comply with any of the provisions contained herein, Lessor may declare the lease in default and shall give notice of such default to Lessee. If Lessee fails to remedy such default within thirty (30) days after said notice, Lessor may terminate said lease and have the right to reenter and possess the subject property in accordance with Montana law.

- 7. <u>Notice</u>: Any notice given hereunder shall be in writing and either reserved personally or via certified mail to the other party's business address as set forth above. Notice served by mail will be deemed complete when deposited in the United States Mail. Each party will notify the other in writing of any change in address.
- 8. <u>Indemnification</u>: Each party shall indemnify the other against all liabilities, expenses, and losses incurred as a result of failure to perform any covenant required to be performed under this Agreement. Lessee shall indemnify Lessor for any and all claims made for any accident, injury, or damage that occurs in, on, or about the lease property or appurtenances to Lessor's property that is caused by any act or mission of Lessee. Lessor shall indemnify Lessee for any and all claims made for any accident, injury, or damage that occurs in, on, or about the leased property or appurtenances to Lessee's property that is caused by any act or omission of Lessor.

- 9. <u>Restoration</u>: Upon termination of this Lease Agreement, Lessee agrees to restore the subject property as close as is reasonably practicable to the condition it was in at the time Lessee took possession of the premises. However, nothing herein shall be construed as requiring Lessee to remediate, during the course of the lease or at any time subsequent thereto, any preexisting contamination or hazardous waste located in or upon the subject property.
- 10. <u>Choice of Law and Venue</u>: This shall be construed under the laws of the State of Montana. Venue shall be the Eighth Judicial District, Cascade County, Montana.
- 11. Entire Agreement and Modification: This Agreement constitutes the entire understanding and agreement of the parties and supersedes any and all prior written or verbal representations between the parties, including Cascade County Contract 13-94 (R0276376 CAG). This Agreement cannot be modified unless said modification is reduced to writing and executed by both parties.
- 12. <u>Severability</u>. If any provision of this Lease Agreement is held void or invalid, such provision shall be deemed severed from the Lease Agreement and the remainder of the Lease Agreement shall remain in full force and effect.
- 13. <u>Successor Interests</u>. The Lease Agreement shall be binding upon and inure to the benefit of the parties, their heirs, executors, personal representatives, successors, and assigns.
- 14. <u>Waiver</u>. Failure of either party to enforce any of the provisions herein shall in no way be construed to be a waiver of such provisions. Such failure shall not in any way affect the right of a party to thereafter enforce each and every provision of this Lease Agreement. No waiver of any breach of any provision of this Lease Agreement shall constitute a waiver of any other subsequent breach of any provision of this Lease Agreement.
- 15. <u>Mutual Assent</u>: In witness whereof, the undersigned authorized representatives of the parties mutually assent to the terms of this Lease Agreement and have signed this Lease Agreement on the day and year first written above.

LESSON;
RIMROCK VALLEY PRESERVE, LLC
forth)
James S. Bumgarner, Member Manager
STATE OF MONTANA)
:ss
County of Cascade )
This instrument was signed or acknowledged before me on this day of
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year
in this certificate first above written.  BONNIE FOGERTY  BONNIE FOGERTY
NOTARY PUBLIC for the State of Mortana Residing at Great Falls, Montana My Commission Expires Notary Public for the State of Residing at Residing at  Residing at
(NOTARIAL SEAL)  My Commission Expires September 3, 2021  My Commission expires:  Wy Commission expires:
(No minute serie)
LESSEE:
BOARD OF COUNTY COMMISSIONERS CASCADE COUNTY, MONTANA
Joe Briggs, Chairman
James L. Larson, Commissioner
Don Ryan, Commissioner
ATTESTED this day of, 2021.
(6541)
(SEAL)  Cascade County Clerk and Recorder
* APPROVED AS TO FORM:
Josh Racki, County Attorney
DEPUTY COUNTY ATTORNEY
DEFOIT COUNTY ATTORNET

<sup>\*</sup> THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

# Agenda Action Report Prepared for the Cascade County Commission

ITEM: Noxious Weed Trust Fund Project Grant

Agreement Lower Hound Creek Weed Management Area MDA Number 2021-012

INITIATED AND PRESENTED BY: Joshua Blystone, Weed & Mosquito Division

ACTION REQUESTED: Approval of Contract 21-59

### **BACKGROUND:**

The purpose of this agreement is to provide \$13,596 in matching funds from the Montana Department of Agriculture to Cascade County Weed District for noxious weed control on 814 acres of private land within the Lower Hound Creek Grant area. Funds will be distributed to the private landowners that are part of the Weed Management Area for noxious weed control activities including herbicide purchases and contracting commercial applicators. Funds will match up to 50% of incurred costs.

**RECOMMENDATION:** Approval of Contract 21-59.

### TWO MOTIONS PROVIDED FOR CONSIDERATION:

### MOTION TO APPROVE:

Mister Chair, I move that the Commission APPROVE Contract #21-29, agreement to accept \$13,596 in matching funds from the Montana Department of Agriculture to Cascade County Weed District for noxious weed control on 814 acres of private land within the Lower Hound Creek Grant area.

### **MOTION TO DISAPPROVE:**

Mister Chair, I move that the Commission DISAPPROVE Contract #21-29, 'agreement to accept \$13,596 in matching funds from the Montana Department of Agriculture to Cascade County Weed District for noxious weed control on 814 acres of private land within the Lower Hound Creek Grant area.

### NOXIOUS WEED TRUST FUND PROJECT GRANT AGREEMENT LOWER HOUND CREEK WEED MANAGEMENT AREA 2021 MDA NUMBER 2021-012

1. <u>PARTIES</u>: Montana Department of Agriculture, the "Department", and Cascade County Weed District, "Project Funding Recipient".

The parties to this agreement agree as follows:

- 2. <u>TERM</u>: The term shall be from the date specified in this agreement to October 31, 2022 unless terminated pursuant to Section 20 entitled "Termination".
- 3. <u>PURPOSE</u>: The Project Funding Recipient will perform noxious weed control activities in Cascade County beginning in 2021.
- 4. <u>SCOPE OF WORK</u>: Work to be performed by the Project Funding Recipient under this agreement, including all specific aspects of the project, description of the final product, and revenue and expense projections for the project are described below or described in appropriate appendices as indicated:

### The Project Funding Recipient will:

- control 814 acres of noxious weeds with ground and aerial equipment as listed in the grant application,
- reduce noxious weed infestations to a manageable and affordable level,
- use an integrated approach to weed control which includes biocontrol, grazing and herbicide applications,
- obtain adequate control of whitetop, Dalmatian toadflax, leafy spurge, spotted knapweed, houndstongue, sulfur cinquefoil, field bindweed, ventenata, and Canada thistle,
- · prevent establishment of new invasive plants,
- · educate landowners about preventing and controlling noxious weeds, and
- take care to avoid damage to non-target vegetation, water, and riparian areas while performing these tasks.

### In addition, the Project Funding Recipient will:

- Apply all herbicides listed on the herbicide worksheet according to label directions,
- calibrate all application equipment prior to use in the project area,
- verify, in writing, correct pesticide licensing of all pesticide applicators involved in the project area (name and license number),
- target sites where herbicides cannot be used for biocontrol releases or other alternate control
  methods,
- conduct educational programs and tours to inform adjacent landowners about the success of the weed management program,
- map and upload or enter mapping data, for all weed infestations within the project boundaries into EDDMapS West (<a href="http://www.eddmaps.org">http://www.eddmaps.org</a>),
- evaluate results of the project using a monitoring system approved by the Department and,
- establish photo point sites and include photos with the final project.

Project Funding Recipient agrees to perform all tasks identified in this agreement or attached as appendices. The provisions stated in this agreement expressly supersede any conflicting or additional provisions stated in the Project Funding Recipient's grant proposal.

Any publications, brochures, maps, or any materials produced as a result of this grant shall be considered public property and a copy must be submitted to the Department as part of the final reporting requirements of this grant. It is also agreed that the Project Funding Recipient may, if necessary, charge a reasonable fee for the reproduction and distribution of these materials to the general public.

### 5. SUPPORTING DOCUMENTS:

Appendix A: "Lower Hound Creek Weed Management Area 2021" grant proposal as submitted in WebGrants at <a href="https://funding.mt.gov">https://funding.mt.gov</a>.

6. <u>PROJECT FUNDING RECIPIENT RESPONSIBILITIES</u>: The Project Funding Recipient has the primary responsibility for directing, supervising, and coordinating the performance of all project activities carried out under the terms of this agreement. The Project Funding Recipient has not been hired by the Department to perform any work for or on behalf of the State of Montana.

The Project Funding Recipient may delegate the pesticide application responsibility in whole or in part, but it must be in writing, and the Project Funding Recipient will remain responsible for all work performed under such delegation. Any delegation of pesticide application responsibility by a public agency under this paragraph, shall comply with all applicable contracting requirements including competitive bidding and conflict of interest statutes and rules. All non-public recipients of grants shall also comply, in spirit and intent, with those statutes and rules applicable to public agencies.

The Project Funding Recipient has the duty and right to control, supervise and monitor the specific methods or specific operative details of the day-to-day performance of the weed management activities. The Project Funding Recipient will follow Montana's Prevailing Wage Law.

- 7. <u>LEGAL REQUIREMENTS</u>: The Project Funding Recipient shall follow all requirements in accordance with all federal, state, and local laws and statutes and all applicable rules, regulations, and standards. Funding recipients shall adhere to Noxious Weed Trust Fund policies as follows:
  - Any travel expenses (meals, mileage) approved in the project budget will be reimbursed up to current state per diem rates.
  - Projects with approved administration costs cannot exceed 3% of award, up to \$1,000.
- 8. <u>ACCESS FOR MONITORING AND REVIEW</u>: The Project Funding Recipient shall grant the Department and its agents, access at any reasonable time to the project activities and all financial and operational records pertaining to it to carry out the monitoring and review to determine compliance with this agreement.
- 9. <u>COMPENSATION</u>: In consideration for the above specified activities and only those activities, the Department agrees to pay the Project Funding Recipient the maximum amount of \$13,596. This funding is contingent upon sufficient available revenue and verification of matching funds listed in the grant application to equal \$13,596.

A project is eligible to receive funds only if the county in which the project occurs has appropriated money for a noxious weed fund from any source in an amount not less than \$100,000 or an amount equivalent to 1.6 mills levied upon the taxable value of all property.

The Project Funding Recipient shall submit claims for payment of expenses. The Department will verify expenditure receipts as applicable and disburse funds in an amount equal to the documented expenditures. The Department will withhold 10 percent of the total Department portion of the project funding to be disbursed only upon receipt of a final status report and acceptance and approval of the completed project.

10. <u>FINANCIAL REQUIREMENTS:</u> The Project Funding Recipient shall use generally accepted accounting principles in managing the financial records of this grant agreement. The Project Funding Recipient may deviate expenditures by 10 percent provided that total expenditures do not exceed the amount stated in Section 9.

### 11. REPORTING, RECORD KEEPING AND AUDITS:

### **FINANCIAL**

The Project Funding Recipient will cause proper and adequate books of records and accounting to be kept showing complete and correct entries of all receipts, disbursements and other transactions relating to the project. The Project Funding Recipient shall retain all invoices, bills or other acceptable documentation of grant expenditures for eight years after the project is completed and the Department has closed the grant agreement. The Department may grant the Project Funding Recipient permission to destroy these records prior to the eight-year termination.

The Project Funding Recipient agrees that the Department or the Legislative Audit Division or Legislative Fiscal Division may, at any reasonable time, audit all records, reports, and other documents, which the Project Funding Recipient maintains under or in the course of this agreement to ensure compliance with this agreement. In addition, the Department may require, with reasonable cause and notice, the Project Funding Recipient to submit to an audit by a Certified Public Accountant or other person acceptable to the Department, paid for by the Project Funding Recipient.

The Project Funding Recipient shall submit a claim setting forth the project budgets, disbursements and balances for the Department funds, matching funding, and any administrative costs. Indirect costs will not be paid. This information shall be submitted each time a claim for payment is made. The Project Funding Recipient shall immediately notify the Department if the matching funding specified in the agreement is reduced, eliminated, or lost. Such loss of funding may result in modifications or termination of this agreement.

Pursuant to the sections entitled "Termination", the Department may terminate this agreement upon any refusal of the Project Funding Recipient to allow access to records necessary for the Legislative Auditor or Legislative Fiscal Analyst, to carry out the legislative audit or analysis functions set forth in Title 5, Chapter 12 and 13, MCA, or for the Department or its designee to conduct its own audit. In the event this agreement is terminated for such failures, the Project Funding Recipient, at the option of the Department, shall return to the Department all funds previously awarded the Project Funding Recipient and all results of the project to date. If the project is audited by another federal or state agency, the audit may meet the conditions of this agreement.

### **OPERATIONAL**

The Project Funding Recipient shall provide operational status reports using the Montana Noxious Weed Trust Fund WebGrants system, setting forth activities completed, significant problems and a projection of the next period's activities. This report shall be submitted by November 30 of each contract year.

A final claim and status report shall be submitted to the Department by the Project Funding Recipient no later than 30 days after the term of the contract termination date. This report will summarize all grant activities and expenditures.

The Project Funding Recipient shall reference this grant agreement in any documents distributed to the public or written for publication in the following manner: "MONTANA DEPARTMENT OF AGRICULTURE NOXIOUS WEED TRUST FUND GRANT NUMBER 2021-012."

12. <u>INTELLECTUAL PROPERTY</u>: All patent and other legal rights in or to inventions, processes, organisms, or products, arising out of activities funded in whole or in part by this agreement must be available to the public for royalty-free and nonexclusive licensing. The Project Funding Recipient shall notify the Department in writing of any invention conceived or reduced to practice in the course of performance of this agreement.

The Department and the public shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use, copyrightable property created under this agreement.

13. <u>LEGAL RELATIONSHIP BETWEEN THE PARTIES</u>: In performing weed management activities the Project Funding Recipient is not an agent, employee, or independent contractor of the state.

The agents, employees, cooperators, and independent contractors, associated with or hired by the Project Funding Recipient to perform or assist in performing weed management activities are not agents, employees, cooperators or independent contractors of the Department.

This grant agreement does not create a partnership, joint venture, joint enterprise, or joint undertaking of any sort between the Project Funding Recipient, its agents, employees, cooperators and independent contractors and the state, for the performance of weed management activities.

14. <u>LIAISON</u>: The liaison representatives for the respective parties, to whom communication concerning this agreement shall be directed, are: Grants Coordinator, Montana Department of Agriculture, PO Box 200201, Helena, MT 59620-0201, representing the Department, and Joshua Blystone, Cascade County Weed District, 279 Vaughn S Frontage Road, Great Falls, MT 59404, representing the Project Funding Recipient.

A change in the liaison representative for the Project Funding Recipient requires written notice to the Department within 15 days of the effective date of the change.

- 15. <u>NON-DISCRIMINATION</u>: Any hiring of employees under this agreement by the Project Funding Recipient shall be on the basis of merit and qualification, and there shall be no discrimination in such hiring on the basis of race, color, religious creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or ancestry. As used herein, "qualifications" means qualifications that are generally related to competent performance of the particular occupational task.
- 16. <u>ASSIGNMENTS</u>: The parties mutually agree that there will be no assignment, transfer, or other delegation of this agreement, nor any interest in this agreement, unless prior agreement has been stipulated elsewhere in this agreement or with the express written consent of both parties.
- 17. <u>MODIFICATIONS</u>: No letter, email, or other communication passing between the parties to the agreement concerning any matter during this agreement period shall be deemed a part of this agreement unless it is distinctly stated in such letter, email, or communications that it is to constitute part of this

agreement, and such letter, email, or communication is attached as an Appendix to this agreement and is signed by the authorized representative of each of the parties to this agreement. This grant contains the entire agreement between the parties, and no statements, promises or inducements made by either party or agents of either party, which are not contained in this writing shall be valid or binding. This agreement shall not be enlarged, modified, or otherwise altered without written agreement of both parties.

18. <u>INDEMNITY AND LIABILITY</u>: The Project Funding Recipient shall protect, indemnify, defend and save the Department and the State of Montana and its agents harmless from and against any and all claims, portions of claims, liabilities, demands, causes of actions, judgments, and settlements, including costs and reasonable attorney fees arising in favor of or asserted by any person or entity; on account of personal injury, death, or damage to real or personal property which is, or alleged to be the result, in whole or in part of any acts or omissions of the Project Funding Recipient, its employees, agents, or independent contractors, or the cooperating landowners, their employees, agents, or independent contractors, in connection with the weed management activities described in this agreement and attachments; on account of the failure of the Project Funding Recipient to perform under and comply with Section 4 "Scope of Work" and Section 7 "Legal Requirements" of this agreement.

The duty of the Project Funding Recipient to defend is not contingent upon an admission or jury determination that the Project Funding Recipient or any cooperating landowner committed any negligent acts or engaged in any willful misconduct. The Project Funding Recipient shall pay the reasonable cost and attorney fees incurred by the State in establishing its right to defense or indemnification provided herein.

19. <u>SEVERABILITY</u>: It is agreed by the parties that if any term or provision of this agreement is held to be illegal or in conflict with any Montana law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this agreement did not contain the particular term or provision held to be invalid.

### 20. TERMINATION:

- 1. Except as otherwise provided in this section, either party may terminate this agreement for failure of the other party to perform after giving thirty (30) days written notice by registered mail or personal delivery to the other party. The written notice must demand performance of the stated failure within a specified time period of not less than thirty (30) days. If the demanded performance is not completed within the specified time period, the termination is effective at the end of that specified time period.
- 2. Except as provided in the sections entitled "Reporting, Record Keeping and Audits" and "Failure to Comply", in the event of termination, the Project Funding Recipient shall be paid for the work performed and expenses incurred pursuant to this agreement through the date of termination, and all results of the project to the date of termination including, but not limited to, the original copies of all forms, notes, maps, specimens, photographs, and data prepared by the Project Funding Recipient prior to termination shall become the property of the Department and shall be delivered to the Department.
- 21. <u>FAILURE TO COMPLY</u>: If the Project Funding Recipient fails to comply with the terms and conditions of this agreement, or reasonable directives or orders issued by the Department, the Department may terminate this agreement pursuant to the section entitled "Termination", Subsection 1, of the grant described herein, and the Project Funding Recipient, at the option of the Department, shall return to the Department all grant funds previously awarded to the Project Funding Recipient. In addition, the Department may bring such legal action as may be necessary to enforce this agreement. In extraordinary

354W-OPER / \$13,596

cases, such as illness or acts of God, the Department may waive compliance with specific terms of this agreement in the interests of completing the project funded hereunder.

- 22. <u>MONTANA'S LAW AND VENUE</u>: The parties agree that any action or judicial proceeding for the enforcement of this agreement shall be instituted only in the courts of the state of Montana, and it is mutually agreed that this agreement shall be governed by the laws of the state of Montana, both as to interpretation and performance. In the event of litigation concerning the terms of this agreement, venue shall be in the First Judicial District in and for the County of Lewis and Clark, Montana.
- 23. <u>OTHER PROVISIONS</u>: Should this grant agreement contemplate a renewal of the grant at the expiration of the term, no promise express or implied is made that the agreement will in fact be renewed. Such renewal shall depend on whether renewed funding is appropriated, and Department approval is granted to the Project Funding Recipient.
- 24. <u>DATE AND SIGNATURE</u>: The parties expressly intend that any monies offered under this agreement and expended by the contractor between April 1, 2021 and the effective date of this agreement are to be compensated under the terms of this agreement. This agreement shall become effective upon the date of the last signature of all parties indicating acceptance and agreement to the terms and conditions.

I (We) declare that I (We) are legally capable of, and authorized to, enter into this binding agreement for the purpose of obtaining a grant from the Department of Agriculture to be administered according to the terms and conditions of this agreement and other associated documents.

Project	Funding Recipients		
BY:	Signature - Contact Person	Jashia Blystone Printed Name	4/20/21 Date
BY:			
	Signature - County Commissioner	Printed Name	Date
BY:	or Tribal Representative  Rignature – Weed Board Chair or Other Authorized Representative	Jashia Blystone Printed Name	<u>4/20/21</u> Date
Project	Funding Recipient Tax Identification Nu	mber 81-6001343	
Mailing	Address 279 Vaughn S	Fronkye Rd, Great Fa	16, MT, 59404
Montan	a Dagartment of Agriculture		
BY:	an Foley	April 15, 2021	
lan	Foley, Administrator	Date	

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# Agenda Action Report Prepared for the Cascade County Commission

ITEM:

**Noxious Weed Trust Fund Project Grant** 

Agreement Eden Weed Management Area MDA

Number 2021-026

INITIATED AND PRESENTED BY:

Joshua Blystone, Weed & Mosquito Division

ACTION REQUESTED:

**Approval of Contract 21-60** 

### **BACKGROUND:**

The purpose of this agreement is to provide \$25,000 in matching funds from the Montana Department of Agriculture to Cascade County Weed District for noxious weed control on 1,090 acres of private land within the Eden Grant area. Funds will be distributed to the private landowners that are part of the Weed Management Area for noxious weed control activities including herbicide purchases and contracting commercial applicators. Funds will match up to 50% of incurred costs.

**RECOMMENDATION:** Approval of Contract 21-60.

### TWO MOTIONS PROVIDED FOR CONSIDERATION:

### MOTION TO APPROVE:

Mister Chair, I move that the Commission APPROVE Contract #21-60, agreement to accept \$25,000 in matching funds from the Montana Department of Agriculture to Cascade County Weed District for noxious weed control on 1,090 acres of private land within the Eden Grant area.

### MOTION TO DISAPPROVE:

Mister Chair, I move that the Commission DISAPPROVE Contract #21-60, agreement to accept \$25,000 in matching funds from the Montana Department of Agriculture to Cascade County Weed District for noxious weed control on 1,090 acres of private land within the Eden Grant area.



### NOXIOUS WEED TRUST FUND PROJECT GRANT AGREEMENT EDEN WEED MANAGEMENT AREA 2021 MDA NUMBER 2021-026

1. <u>PARTIES</u>: Montana Department of Agriculture, the "Department", and Cascade County Weed District, "Project Funding Recipient".

The parties to this agreement agree as follows:

- 2. <u>TERM</u>: The term shall be from the date specified in this agreement to October 31, 2022 unless terminated pursuant to Section 20 entitled "Termination".
- 3. <u>PURPOSE</u>: The Project Funding Recipient will perform noxious weed control activities in Cascade County beginning in 2021.
- 4. <u>SCOPE OF WORK</u>: Work to be performed by the Project Funding Recipient under this agreement, including all specific aspects of the project, description of the final product, and revenue and expense projections for the project are described below or described in appropriate appendices as indicated:

### The Project Funding Recipient will:

- control 1,090 acres of noxious weeds with ground and aerial equipment as listed in the grant application,
- · reduce noxious weed infestations to a manageable and affordable level,
- obtain adequate control of Canada thistle, spotted knapweed, houndstongue, leafy spurge, whitetop, ventenata, and Dalmatian toadflax,
- work to improve landowner participation in trainings and meetings,
- educate landowners about preventing and controlling noxious weeds including the use of biocontrol,
   and
- take care to avoid damage to non-target vegetation, water, and riparian areas while performing these tasks.

### In addition, the Project Funding Recipient will:

- Apply all herbicides listed on the herbicide worksheet according to label directions,
- calibrate all application equipment prior to use in the project area,
- verify, in writing, correct pesticide licensing of all pesticide applicators involved in the project area (name and license number),
- target sites where herbicides cannot be used for biocontrol releases or other alternate control
  methods,
- conduct educational programs and tours to inform adjacent landowners about the success of the weed management program,
- map and upload or enter mapping data, for all weed infestations within the project boundaries into EDDMapS West (<a href="http://www.eddmaps.org">http://www.eddmaps.org</a>),
- evaluate results of the project using a monitoring system approved by the Department and,
- establish photo point sites and include photos with the final project.

Project Funding Recipient agrees to perform all tasks identified in this agreement or attached as appendices. The provisions stated in this agreement expressly supersede any conflicting or additional provisions stated in the Project Funding Recipient's grant proposal.

Any publications, brochures, maps, or any materials produced as a result of this grant shall be considered public property and a copy must be submitted to the Department as part of the final reporting requirements of this grant. It is also agreed that the Project Funding Recipient may, if necessary, charge a reasonable fee for the reproduction and distribution of these materials to the general public.

### 5. SUPPORTING DOCUMENTS:

Appendix A: "Eden Weed Management Area 2021" grant proposal as submitted in WebGrants at <a href="https://funding.mt.gov">https://funding.mt.gov</a>.

Appendix B: Revised WebGrants components as submitted in WebGrants at https://funding.mt.gov.

6. <u>PROJECT FUNDING RECIPIENT RESPONSIBILITIES</u>: The Project Funding Recipient has the primary responsibility for directing, supervising, and coordinating the performance of all project activities carried out under the terms of this agreement. The Project Funding Recipient has not been hired by the Department to perform any work for or on behalf of the State of Montana.

The Project Funding Recipient may delegate the pesticide application responsibility in whole or in part, but it must be in writing, and the Project Funding Recipient will remain responsible for all work performed under such delegation. Any delegation of pesticide application responsibility by a public agency under this paragraph, shall comply with all applicable contracting requirements including competitive bidding and conflict of interest statutes and rules. All non-public recipients of grants shall also comply, in spirit and intent, with those statutes and rules applicable to public agencies.

The Project Funding Recipient has the duty and right to control, supervise and monitor the specific methods or specific operative details of the day-to-day performance of the weed management activities. The Project Funding Recipient will follow Montana's Prevailing Wage Law.

- 7. <u>LEGAL REQUIREMENTS</u>: The Project Funding Recipient shall follow all requirements in accordance with all federal, state, and local laws and statutes and all applicable rules, regulations, and standards. Funding recipients shall adhere to Noxious Weed Trust Fund policies as follows:
  - Any travel expenses (meals, mileage) approved in the project budget will be reimbursed up to current state per diem rates.
  - Projects with approved administration costs cannot exceed 3% of award, up to \$1,000.
- 8. <u>ACCESS FOR MONITORING AND REVIEW</u>: The Project Funding Recipient shall grant the Department and its agents, access at any reasonable time to the project activities and all financial and operational records pertaining to it to carry out the monitoring and review to determine compliance with this agreement.
- 9. <u>COMPENSATION</u>: In consideration for the above specified activities and only those activities, the Department agrees to pay the Project Funding Recipient the maximum amount of \$25,000. This funding is contingent upon sufficient available revenue and verification of matching funds listed in the grant application to equal \$25,000.

A project is eligible to receive funds only if the county in which the project occurs has appropriated money for a noxious weed fund from any source in an amount not less than \$100,000 or an amount equivalent to 1.6 mills levied upon the taxable value of all property.

The Project Funding Recipient shall submit claims for payment of expenses. The Department will verify expenditure receipts as applicable and disburse funds in an amount equal to the documented expenditures. The Department will withhold 10 percent of the total Department portion of the project funding to be disbursed only upon receipt of a final status report and acceptance and approval of the completed project.

10. <u>FINANCIAL REQUIREMENTS:</u> The Project Funding Recipient shall use generally accepted accounting principles in managing the financial records of this grant agreement. The Project Funding Recipient may deviate expenditures by 10 percent provided that total expenditures do not exceed the amount stated in Section 9.

### 11. <u>REPORTING, RECORD KEEPING AND AUDITS</u>:

### **FINANCIAL**

The Project Funding Recipient will cause proper and adequate books of records and accounting to be kept showing complete and correct entries of all receipts, disbursements and other transactions relating to the project. The Project Funding Recipient shall retain all invoices, bills or other acceptable documentation of grant expenditures for eight years after the project is completed and the Department has closed the grant agreement. The Department may grant the Project Funding Recipient permission to destroy these records prior to the eight-year termination.

The Project Funding Recipient agrees that the Department or the Legislative Audit Division or Legislative Fiscal Division may, at any reasonable time, audit all records, reports, and other documents, which the Project Funding Recipient maintains under or in the course of this agreement to ensure compliance with this agreement. In addition, the Department may require, with reasonable cause and notice, the Project Funding Recipient to submit to an audit by a Certified Public Accountant or other person acceptable to the Department, paid for by the Project Funding Recipient.

The Project Funding Recipient shall submit a claim setting forth the project budgets, disbursements and balances for the Department funds, matching funding, and any administrative costs. Indirect costs will not be paid. This information shall be submitted each time a claim for payment is made. The Project Funding Recipient shall immediately notify the Department if the matching funding specified in the agreement is reduced, eliminated, or lost. Such loss of funding may result in modifications or termination of this agreement.

Pursuant to the sections entitled "Termination", the Department may terminate this agreement upon any refusal of the Project Funding Recipient to allow access to records necessary for the Legislative Auditor or Legislative Fiscal Analyst, to carry out the legislative audit or analysis functions set forth in Title 5, Chapter 12 and 13, MCA, or for the Department or its designee to conduct its own audit. In the event this agreement is terminated for such failures, the Project Funding Recipient, at the option of the Department, shall return to the Department all funds previously awarded the Project Funding Recipient and all results of the project to date. If the project is audited by another federal or state agency, the audit may meet the conditions of this agreement.

### **OPERATIONAL**

The Project Funding Recipient shall provide operational status reports using the Montana Noxious Weed Trust Fund WebGrants system, setting forth activities completed, significant problems and a projection of the next period's activities. This report shall be submitted by November 30 of each contract year.

A final claim and status report shall be submitted to the Department by the Project Funding Recipient no later than 30 days after the term of the contract termination date. This report will summarize all grant activities and expenditures.

The Project Funding Recipient shall reference this grant agreement in any documents distributed to the public or written for publication in the following manner: "MONTANA DEPARTMENT OF AGRICULTURE NOXIOUS WEED TRUST FUND GRANT NUMBER 2021-026."

12. <u>INTELLECTUAL PROPERTY</u>: All patent and other legal rights in or to inventions, processes, organisms, or products, arising out of activities funded in whole or in part by this agreement must be available to the public for royalty-free and nonexclusive licensing. The Project Funding Recipient shall notify the Department in writing of any invention conceived or reduced to practice in the course of performance of this agreement.

The Department and the public shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use, copyrightable property created under this agreement.

13. <u>LEGAL RELATIONSHIP BETWEEN THE PARTIES</u>: In performing weed management activities the Project Funding Recipient is not an agent, employee, or independent contractor of the state.

The agents, employees, cooperators, and independent contractors, associated with or hired by the Project Funding Recipient to perform or assist in performing weed management activities are not agents, employees, cooperators or independent contractors of the Department.

This grant agreement does not create a partnership, joint venture, joint enterprise, or joint undertaking of any sort between the Project Funding Recipient, its agents, employees, cooperators and independent contractors and the state, for the performance of weed management activities.

14. <u>LIAISON</u>: The liaison representatives for the respective parties, to whom communication concerning this agreement shall be directed, are: Grants Coordinator, Montana Department of Agriculture, PO Box 200201, Helena, MT 59620-0201, representing the Department, and Joshua Blystone, Cascade County Weed District, 279 Vaughn S Frontage Road, Great Falls, MT 59404, representing the Project Funding Recipient.

A change in the liaison representative for the Project Funding Recipient requires written notice to the Department within 15 days of the effective date of the change.

- 15. <u>NON-DISCRIMINATION</u>: Any hiring of employees under this agreement by the Project Funding Recipient shall be on the basis of merit and qualification, and there shall be no discrimination in such hiring on the basis of race, color, religious creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or ancestry. As used herein, "qualifications" means qualifications that are generally related to competent performance of the particular occupational task.
- 16. <u>ASSIGNMENTS</u>: The parties mutually agree that there will be no assignment, transfer, or other delegation of this agreement, nor any interest in this agreement, unless prior agreement has been stipulated elsewhere in this agreement or with the express written consent of both parties.
- 17. <u>MODIFICATIONS</u>: No letter, email, or other communication passing between the parties to the agreement concerning any matter during this agreement period shall be deemed a part of this agreement unless it is distinctly stated in such letter, email, or communications that it is to constitute part of this agreement, and such letter, email, or communication is attached as an Appendix to this agreement and is

signed by the authorized representative of each of the parties to this agreement. This grant contains the entire agreement between the parties, and no statements, promises or inducements made by either party or agents of either party, which are not contained in this writing shall be valid or binding. This agreement shall not be enlarged, modified, or otherwise altered without written agreement of both parties.

18. <u>INDEMNITY AND LIABILITY</u>: The Project Funding Recipient shall protect, indemnify, defend and save the Department and the State of Montana and its agents harmless from and against any and all claims, portions of claims, liabilities, demands, causes of actions, judgments, and settlements, including costs and reasonable attorney fees arising in favor of or asserted by any person or entity; on account of personal injury, death, or damage to real or personal property which is, or alleged to be the result, in whole or in part of any acts or omissions of the Project Funding Recipient, its employees, agents, or independent contractors, or the cooperating landowners, their employees, agents, or independent contractors, in connection with the weed management activities described in this agreement and attachments; on account of the failure of the Project Funding Recipient to perform under and comply with Section 4 "Scope of Work" and Section 7 "Legal Requirements" of this agreement.

The duty of the Project Funding Recipient to defend is not contingent upon an admission or jury determination that the Project Funding Recipient or any cooperating landowner committed any negligent acts or engaged in any willful misconduct. The Project Funding Recipient shall pay the reasonable cost and attorney fees incurred by the State in establishing its right to defense or indemnification provided herein.

19. <u>SEVERABILITY</u>: It is agreed by the parties that if any term or provision of this agreement is held to be illegal or in conflict with any Montana law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this agreement did not contain the particular term or provision held to be invalid.

### 20. TERMINATION:

- 1. Except as otherwise provided in this section, either party may terminate this agreement for failure of the other party to perform after giving thirty (30) days written notice by registered mail or personal delivery to the other party. The written notice must demand performance of the stated failure within a specified time period of not less than thirty (30) days. If the demanded performance is not completed within the specified time period, the termination is effective at the end of that specified time period.
- 2. Except as provided in the sections entitled "Reporting, Record Keeping and Audits" and "Failure to Comply", in the event of termination, the Project Funding Recipient shall be paid for the work performed and expenses incurred pursuant to this agreement through the date of termination, and all results of the project to the date of termination including, but not limited to, the original copies of all forms, notes, maps, specimens, photographs, and data prepared by the Project Funding Recipient prior to termination shall become the property of the Department and shall be delivered to the Department.
- 21. <u>FAILURE TO COMPLY</u>: If the Project Funding Recipient fails to comply with the terms and conditions of this agreement, or reasonable directives or orders issued by the Department, the Department may terminate this agreement pursuant to the section entitled "Termination", Subsection 1, of the grant described herein, and the Project Funding Recipient, at the option of the Department, shall return to the Department all grant funds previously awarded to the Project Funding Recipient. In addition, the Department may bring such legal action as may be necessary to enforce this agreement. In extraordinary cases, such as illness or acts of God, the Department may waive compliance with specific terms of this agreement in the interests of completing the project funded hereunder.

- 22. <u>MONTANA'S LAW AND VENUE</u>: The parties agree that any action or judicial proceeding for the enforcement of this agreement shall be instituted only in the courts of the state of Montana, and it is mutually agreed that this agreement shall be governed by the laws of the state of Montana, both as to interpretation and performance. In the event of litigation concerning the terms of this agreement, venue shall be in the First Judicial District in and for the County of Lewis and Clark, Montana.
- 23. <u>OTHER PROVISIONS</u>: Should this grant agreement contemplate a renewal of the grant at the expiration of the term, no promise express or implied is made that the agreement will in fact be renewed. Such renewal shall depend on whether renewed funding is appropriated, and Department approval is granted to the Project Funding Recipient.
- 24. <u>DATE AND SIGNATURE</u>: The parties expressly intend that any monies offered under this agreement and expended by the contractor between April 1, 2021 and the effective date of this agreement are to be compensated under the terms of this agreement. This agreement shall become effective upon the date of the last signature of all parties indicating acceptance and agreement to the terms and conditions.

I (We) declare that I (We) are legally capable of, and authorized to, enter into this binding agreement for the purpose of obtaining a grant from the Department of Agriculture to be administered according to the terms and conditions of this agreement and other associated documents.

Project	Funding Recipients		
BY:	Signature - Contact Person	Valhea Blystone Printed Name	4/20/21 Date
BY:			
	Signature - County Commissioner or Tribal Representative	Printed Name	Date
BY:	Signature – Weed Board Chair or Other Authorized Representative	Josh La Bly Store Printed Name	<u>4/20/21</u> Date
Project	Funding Recipient Tax Identification Nu	mber 81-600 1343	
Mailing	Address 279 Vaughn S	Frontege Rd, Great Falls,	MT 59404
Montan	na Department of Agriculture		
	DocuSigned by:	Annil 10 2021	
BY:	SBODCOCDBB10424	April 19, 2021	
lan	Foley, Administrator	Date	

354W-OPER / \$25,000

# Agenda Action Report Prepared for the Cascade County Commission

ITEM:

Noxious Weed Trust Fund Project Grant

Agreement Hound Creek WMA MDA Number

2021-027

INITIATED AND PRESENTED BY:

Joshua Blystone, Weed & Mosquito Division

**ACTION REQUESTED:** 

**Approval of Contract 21-61** 

### **BACKGROUND:**

The purpose of this agreement is to provide \$40,000 in matching funds from the Montana Department of Agriculture to Cascade County Weed District for noxious weed control on 1,470 acres of private land within the Hound Creek Grant area. Funds will be distributed to the private landowners that are part of the Weed Management Area for noxious weed control activities including herbicide purchases and contracting commercial applicators. Funds will match up to 50% of incurred costs.

**RECOMMENDATION:** Approval of Contract 21-61.

### TWO MOTIONS PROVIDED FOR CONSIDERATION:

### MOTION TO APPROVE:

Mister Chair, I move that the Commission APPROVE Contract #21-61, agreement to accept \$40,000 in matching funds from the Montana Department of Agriculture to Cascade County Weed District for noxious weed control on 1,470 acres of private land within the Hound Creek Grant area.

### MOTION TO DISAPPROVE:

Mister Chair, I move that the Commission DISAPPROVE Contract #21-61, agreement to accept \$40,000 in matching funds from the Montana Department of Agriculture to Cascade County Weed District for noxious weed control on 1,470 acres of private land within the Hound Creek Grant area.

### NOXIOUS WEED TRUST FUND PROJECT GRANT AGREEMENT HOUND CREEK WMA MDA NUMBER 2021-027

1. <u>PARTIES</u>: Montana Department of Agriculture, the "Department", and Cascade County Weed District, "Project Funding Recipient".

The parties to this agreement agree as follows:

- 2. <u>TERM</u>: The term shall be from the date specified in this agreement to October 31, 2022 unless terminated pursuant to Section 20 entitled "Termination".
- 3. <u>PURPOSE</u>: The Project Funding Recipient will perform noxious weed control activities in Cascade County beginning in 2021.
- 4. <u>SCOPE OF WORK</u>: Work to be performed by the Project Funding Recipient under this agreement, including all specific aspects of the project, description of the final product, and revenue and expense projections for the project are described below or described in appropriate appendices as indicated:

The Project Funding Recipient will:

- control 1,470 acres of noxious weeds with ground and aerial equipment as listed in the grant application,
- · reduce noxious weed infestations to a manageable and affordable level,
- use an integrated approach to weed control which includes biocontrol, grazing and herbicide applications,
- obtain adequate control of whitetop, Dalmatian and yellow toadflax, leafy spurge, diffuse and spotted knapweed, houndstongue, ventenata, and Canada thistle,
- prevent establishment of new invasive plants,
- · educate landowners about preventing and controlling noxious weeds, and
- take care to avoid damage to non-target vegetation, water, and riparian areas while performing these tasks.

In addition, the Project Funding Recipient will:

- Apply all herbicides listed on the herbicide worksheet according to label directions,
- · calibrate all application equipment prior to use in the project area,
- verify, in writing, correct pesticide licensing of all pesticide applicators involved in the project area (name and license number),
- target sites where herbicides cannot be used for biocontrol releases or other alternate control
  methods,
- conduct educational programs and tours to inform adjacent landowners about the success of the weed management program,
- map and upload or enter mapping data, for all weed infestations within the project boundaries into EDDMapS West (<a href="http://www.eddmaps.org">http://www.eddmaps.org</a>),
- evaluate results of the project using a monitoring system approved by the Department and,
- establish photo point sites and include photos with the final project.

Project Funding Recipient agrees to perform all tasks identified in this agreement or attached as appendices. The provisions stated in this agreement expressly supersede any conflicting or additional provisions stated in the Project Funding Recipient's grant proposal.

Any publications, brochures, maps, or any materials produced as a result of this grant shall be considered public property and a copy must be submitted to the Department as part of the final reporting requirements of this grant. It is also agreed that the Project Funding Recipient may, if necessary, charge a reasonable fee for the reproduction and distribution of these materials to the general public.

### 5. SUPPORTING DOCUMENTS:

Appendix A: "Hound Creek WMA" grant proposal as submitted in WebGrants at <a href="https://funding.mt.gov">https://funding.mt.gov</a>. Appendix B: Revised WebGrants components as submitted in WebGrants at <a href="https://funding.mt.gov">https://funding.mt.gov</a>.

6. <u>PROJECT FUNDING RECIPIENT RESPONSIBILITIES</u>: The Project Funding Recipient has the primary responsibility for directing, supervising, and coordinating the performance of all project activities carried out under the terms of this agreement. The Project Funding Recipient has not been hired by the Department to perform any work for or on behalf of the State of Montana.

The Project Funding Recipient may delegate the pesticide application responsibility in whole or in part, but it must be in writing, and the Project Funding Recipient will remain responsible for all work performed under such delegation. Any delegation of pesticide application responsibility by a public agency under this paragraph, shall comply with all applicable contracting requirements including competitive bidding and conflict of interest statutes and rules. All non-public recipients of grants shall also comply, in spirit and intent, with those statutes and rules applicable to public agencies.

The Project Funding Recipient has the duty and right to control, supervise and monitor the specific methods or specific operative details of the day-to-day performance of the weed management activities. The Project Funding Recipient will follow Montana's Prevailing Wage Law.

- 7. <u>LEGAL REQUIREMENTS</u>: The Project Funding Recipient shall follow all requirements in accordance with all federal, state, and local laws and statutes and all applicable rules, regulations, and standards. Funding recipients shall adhere to Noxious Weed Trust Fund policies as follows:
  - Any travel expenses (meals, mileage) approved in the project budget will be reimbursed up to current state per diem rates.
  - Projects with approved administration costs cannot exceed 3% of award, up to \$1,000.
- 8. <u>ACCESS FOR MONITORING AND REVIEW</u>: The Project Funding Recipient shall grant the Department and its agents, access at any reasonable time to the project activities and all financial and operational records pertaining to it to carry out the monitoring and review to determine compliance with this agreement.
- 9. <u>COMPENSATION</u>: In consideration for the above specified activities and only those activities, the Department agrees to pay the Project Funding Recipient the maximum amount of \$40,000. This funding is contingent upon sufficient available revenue and verification of matching funds listed in the grant application to equal \$40,000.

A project is eligible to receive funds only if the county in which the project occurs has appropriated money for a noxious weed fund from any source in an amount not less than \$100,000 or an amount equivalent to 1.6 mills levied upon the taxable value of all property.

The Project Funding Recipient shall submit claims for payment of expenses. The Department will verify expenditure receipts as applicable and disburse funds in an amount equal to the documented expenditures. The Department will withhold 10 percent of the total Department portion of the project funding to be disbursed only upon receipt of a final status report and acceptance and approval of the completed project.

10. <u>FINANCIAL REQUIREMENTS:</u> The Project Funding Recipient shall use generally accepted accounting principles in managing the financial records of this grant agreement. The Project Funding Recipient may deviate expenditures by 10 percent provided that total expenditures do not exceed the amount stated in Section 9.

### 11. REPORTING, RECORD KEEPING AND AUDITS:

### **FINANCIAL**

The Project Funding Recipient will cause proper and adequate books of records and accounting to be kept showing complete and correct entries of all receipts, disbursements and other transactions relating to the project. The Project Funding Recipient shall retain all invoices, bills or other acceptable documentation of grant expenditures for eight years after the project is completed and the Department has closed the grant agreement. The Department may grant the Project Funding Recipient permission to destroy these records prior to the eight-year termination.

The Project Funding Recipient agrees that the Department or the Legislative Audit Division or Legislative Fiscal Division may, at any reasonable time, audit all records, reports, and other documents, which the Project Funding Recipient maintains under or in the course of this agreement to ensure compliance with this agreement. In addition, the Department may require, with reasonable cause and notice, the Project Funding Recipient to submit to an audit by a Certified Public Accountant or other person acceptable to the Department, paid for by the Project Funding Recipient.

The Project Funding Recipient shall submit a claim setting forth the project budgets, disbursements and balances for the Department funds, matching funding, and any administrative costs. Indirect costs will not be paid. This information shall be submitted each time a claim for payment is made. The Project Funding Recipient shall immediately notify the Department if the matching funding specified in the agreement is reduced, eliminated, or lost. Such loss of funding may result in modifications or termination of this agreement.

Pursuant to the sections entitled "Termination", the Department may terminate this agreement upon any refusal of the Project Funding Recipient to allow access to records necessary for the Legislative Auditor or Legislative Fiscal Analyst, to carry out the legislative audit or analysis functions set forth in Title 5, Chapter 12 and 13, MCA, or for the Department or its designee to conduct its own audit. In the event this agreement is terminated for such failures, the Project Funding Recipient, at the option of the Department, shall return to the Department all funds previously awarded the Project Funding Recipient and all results of the project to date. If the project is audited by another federal or state agency, the audit may meet the conditions of this agreement.

### **OPERATIONAL**

The Project Funding Recipient shall provide operational status reports using the Montana Noxious Weed Trust Fund WebGrants system, setting forth activities completed, significant problems and a projection of the next period's activities. This report shall be submitted by November 30 of each contract year.

A final claim and status report shall be submitted to the Department by the Project Funding Recipient no later than 30 days after the term of the contract termination date. This report will summarize all grant activities and expenditures.

The Project Funding Recipient shall reference this grant agreement in any documents distributed to the public or written for publication in the following manner: "MONTANA DEPARTMENT OF AGRICULTURE NOXIOUS WEED TRUST FUND GRANT NUMBER 2021-027."

12. <u>INTELLECTUAL PROPERTY</u>: All patent and other legal rights in or to inventions, processes, organisms, or products, arising out of activities funded in whole or in part by this agreement must be available to the public for royalty-free and nonexclusive licensing. The Project Funding Recipient shall notify the Department in writing of any invention conceived or reduced to practice in the course of performance of this agreement.

The Department and the public shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use, copyrightable property created under this agreement.

13. <u>LEGAL RELATIONSHIP BETWEEN THE PARTIES</u>: In performing weed management activities the Project Funding Recipient is not an agent, employee, or independent contractor of the state.

The agents, employees, cooperators, and independent contractors, associated with or hired by the Project Funding Recipient to perform or assist in performing weed management activities are not agents, employees, cooperators or independent contractors of the Department.

This grant agreement does not create a partnership, joint venture, joint enterprise, or joint undertaking of any sort between the Project Funding Recipient, its agents, employees, cooperators and independent contractors and the state, for the performance of weed management activities.

14. <u>LIAISON</u>: The liaison representatives for the respective parties, to whom communication concerning this agreement shall be directed, are: Grants Coordinator, Montana Department of Agriculture, PO Box 200201, Helena, MT 59620-0201, representing the Department, and Joshua Blystone, Cascade County Weed District, 279 Vaughn S Frontage Road, Great Falls, MT 59404, representing the Project Funding Recipient.

A change in the liaison representative for the Project Funding Recipient requires written notice to the Department within 15 days of the effective date of the change.

- 15. <u>NON-DISCRIMINATION</u>: Any hiring of employees under this agreement by the Project Funding Recipient shall be on the basis of merit and qualification, and there shall be no discrimination in such hiring on the basis of race, color, religious creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or ancestry. As used herein, "qualifications" means qualifications that are generally related to competent performance of the particular occupational task.
- 16. <u>ASSIGNMENTS</u>: The parties mutually agree that there will be no assignment, transfer, or other delegation of this agreement, nor any interest in this agreement, unless prior agreement has been stipulated elsewhere in this agreement or with the express written consent of both parties.
- 17. <u>MODIFICATIONS</u>: No letter, email, or other communication passing between the parties to the agreement concerning any matter during this agreement period shall be deemed a part of this agreement unless it is distinctly stated in such letter, email, or communications that it is to constitute part of this

agreement, and such letter, email, or communication is attached as an Appendix to this agreement and is signed by the authorized representative of each of the parties to this agreement. This grant contains the entire agreement between the parties, and no statements, promises or inducements made by either party or agents of either party, which are not contained in this writing shall be valid or binding. This agreement shall not be enlarged, modified, or otherwise altered without written agreement of both parties.

18. <u>INDEMNITY AND LIABILITY</u>: The Project Funding Recipient shall protect, indemnify, defend and save the Department and the State of Montana and its agents harmless from and against any and all claims, portions of claims, liabilities, demands, causes of actions, judgments, and settlements, including costs and reasonable attorney fees arising in favor of or asserted by any person or entity; on account of personal injury, death, or damage to real or personal property which is, or alleged to be the result, in whole or in part of any acts or omissions of the Project Funding Recipient, its employees, agents, or independent contractors, or the cooperating landowners, their employees, agents, or independent contractors, in connection with the weed management activities described in this agreement and attachments; on account of the failure of the Project Funding Recipient to perform under and comply with Section 4 "Scope of Work" and Section 7 "Legal Requirements" of this agreement.

The duty of the Project Funding Recipient to defend is not contingent upon an admission or jury determination that the Project Funding Recipient or any cooperating landowner committed any negligent acts or engaged in any willful misconduct. The Project Funding Recipient shall pay the reasonable cost and attorney fees incurred by the State in establishing its right to defense or indemnification provided herein.

19. <u>SEVERABILITY</u>: It is agreed by the parties that if any term or provision of this agreement is held to be illegal or in conflict with any Montana law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this agreement did not contain the particular term or provision held to be invalid.

### 20. TERMINATION:

- 1. Except as otherwise provided in this section, either party may terminate this agreement for failure of the other party to perform after giving thirty (30) days written notice by registered mail or personal delivery to the other party. The written notice must demand performance of the stated failure within a specified time period of not less than thirty (30) days. If the demanded performance is not completed within the specified time period, the termination is effective at the end of that specified time period.
- 2. Except as provided in the sections entitled "Reporting, Record Keeping and Audits" and "Failure to Comply", in the event of termination, the Project Funding Recipient shall be paid for the work performed and expenses incurred pursuant to this agreement through the date of termination, and all results of the project to the date of termination including, but not limited to, the original copies of all forms, notes, maps, specimens, photographs, and data prepared by the Project Funding Recipient prior to termination shall become the property of the Department and shall be delivered to the Department.
- 21. <u>FAILURE TO COMPLY</u>: If the Project Funding Recipient fails to comply with the terms and conditions of this agreement, or reasonable directives or orders issued by the Department, the Department may terminate this agreement pursuant to the section entitled "Termination", Subsection 1, of the grant described herein, and the Project Funding Recipient, at the option of the Department, shall return to the Department all grant funds previously awarded to the Project Funding Recipient. In addition, the Department may bring such legal action as may be necessary to enforce this agreement. In extraordinary

354W-OPER / \$40,000

cases, such as illness or acts of God, the Department may waive compliance with specific terms of this agreement in the interests of completing the project funded hereunder.

- 22. <u>MONTANA'S LAW AND VENUE</u>: The parties agree that any action or judicial proceeding for the enforcement of this agreement shall be instituted only in the courts of the state of Montana, and it is mutually agreed that this agreement shall be governed by the laws of the state of Montana, both as to interpretation and performance. In the event of litigation concerning the terms of this agreement, venue shall be in the First Judicial District in and for the County of Lewis and Clark, Montana.
- 23. <u>OTHER PROVISIONS</u>: Should this grant agreement contemplate a renewal of the grant at the expiration of the term, no promise express or implied is made that the agreement will in fact be renewed. Such renewal shall depend on whether renewed funding is appropriated, and Department approval is granted to the Project Funding Recipient.
- 24. <u>DATE AND SIGNATURE</u>: The parties expressly intend that any monies offered under this agreement and expended by the contractor between April 1, 2021 and the effective date of this agreement are to be compensated under the terms of this agreement. This agreement shall become effective upon the date of the last signature of all parties indicating acceptance and agreement to the terms and conditions.

I (We) declare that I (We) are legally capable of, and authorized to, enter into this binding agreement for the purpose of obtaining a grant from the Department of Agriculture to be administered according to the terms and conditions of this agreement and other associated documents.

Project Funding Recipients				
BY:	Signature - Contact Person	Joshua Blystone Printed Name	4/20/21 Date	
BY:				
	Signature - County Commissioner or Tribal Representative	Printed Name	Date	
BY:	Signature – Weed Board Chair	Josh va Rlystone Printed Name	<u>4/20/21</u>	
	or Other Authorized Representative	Timed italie		
Project	Funding Recipient Tax Identification Nur	mber 81-6001343		
Mailing	Address 279 Vaughu S F	Frontage Ro, Great Falls,	MT 59404	
Montan	a Department of Agriculture			
BY: [lo	Docusigned by:  W. Foley  Chapter of the control of	April 19, 2021		
lan	Foley, Administrator	Date		

May 11, 2021 Contract 21-62

## Agenda Action Report Prepared for the Cascade County Commission

ITEM: Noxious Weed Trust Fund Project Grant

Agreement Belt Weed Management Area MDA

Number 2021-028

INITIATED AND PRESENTED BY: Joshua Blystone, Weed & Mosquito Division

ACTION REQUESTED: Approval of Contract 21-62

### BACKGROUND:

The purpose of this agreement is to provide \$10,000 in matching funds from the Montana Department of Agriculture to Cascade County Weed District for noxious weed control on 647 acres of private land within the Belt Grant area. Funds will be distributed to the private landowners that are part of the Weed Management Area for noxious weed control activities including herbicide purchases and contracting commercial applicators. Funds will match up to 50% of incurred costs.

**RECOMMENDATION:** Approval of Contract 21-62.

### TWO MOTIONS PROVIDED FOR CONSIDERATION:

### MOTION TO APPROVE:

Mister Chair, I move that the Commission APPROVE Contract #21-62, agreement to accept \$10,000 in matching funds from the Montana Department of Agriculture to Cascade County Weed District for noxious weed control on 647 acres of private land within the Belt Grant area.

### MOTION TO DISAPPROVE:

Mister Chair, I move that the Commission DISAPPROVE Contract #21-62, agreement to accept \$10,000 in matching funds from the Montana Department of Agriculture to Cascade County Weed District for noxious weed control on 647 acres of private land within the Belt Grant area.



### NOXIOUS WEED TRUST FUND PROJECT GRANT AGREEMENT BELT WEED MANAGEMENT AREA 2021 MDA NUMBER 2021-028

1. <u>PARTIES</u>: Montana Department of Agriculture, the "Department", and Cascade County Weed District, "Project Funding Recipient".

The parties to this agreement agree as follows:

- 2. <u>TERM</u>: The term shall be from the date specified in this agreement to October 31, 2022 unless terminated pursuant to Section 20 entitled "Termination".
- 3. <u>PURPOSE</u>: The Project Funding Recipient will perform noxious weed control activities in Cascade County beginning in 2021.
- 4. <u>SCOPE OF WORK</u>: Work to be performed by the Project Funding Recipient under this agreement, including all specific aspects of the project, description of the final product, and revenue and expense projections for the project are described below or described in appropriate appendices as indicated:

The Project Funding Recipient will:

- control 647 acres of noxious weeds as listed in the grant application,
- reduce noxious weed infestations to a manageable and affordable level,
- use an integrated approach to weed control which includes biocontrol and herbicide applications,
- obtain adequate control of hoary alyssum, leafy spurge, whitetop, houndstongue, sulphur cinquefoil, spotted knapweed, and Canada thistle,
- prevent establishment of new invasive plants,
- educate landowners about preventing and controlling noxious weeds, and
- take care to avoid damage to non-target vegetation, water, and riparian areas while performing these tasks.

In addition, the Project Funding Recipient will:

- · Apply all herbicides listed on the herbicide worksheet according to label directions,
- calibrate all application equipment prior to use in the project area,
- verify, in writing, correct pesticide licensing of all pesticide applicators involved in the project area (name and license number),
- target sites where herbicides cannot be used for biocontrol releases or other alternate control
  methods,
- conduct educational programs and tours to inform adjacent landowners about the success of the weed management program,
- map and upload or enter mapping data, for all weed infestations within the project boundaries into EDDMapS West (<a href="http://www.eddmaps.org">http://www.eddmaps.org</a>),
- evaluate results of the project using a monitoring system approved by the Department and,
- establish photo point sites and include photos with the final project.

Project Funding Recipient agrees to perform all tasks identified in this agreement or attached as appendices. The provisions stated in this agreement expressly supersede any conflicting or additional provisions stated in the Project Funding Recipient's grant proposal.

Any publications, brochures, maps, or any materials produced as a result of this grant shall be considered public property and a copy must be submitted to the Department as part of the final reporting requirements of this grant. It is also agreed that the Project Funding Recipient may, if necessary, charge a reasonable fee for the reproduction and distribution of these materials to the general public.

### SUPPORTING DOCUMENTS:

Appendix A: "Belt Weed Management Area 2021" grant proposal as submitted in WebGrants at <a href="https://funding.mt.gov">https://funding.mt.gov</a>.

Appendix B: Revised WebGrants components as submitted in WebGrants at https://funding.mt.gov.

6. <u>PROJECT FUNDING RECIPIENT RESPONSIBILITIES</u>: The Project Funding Recipient has the primary responsibility for directing, supervising, and coordinating the performance of all project activities carried out under the terms of this agreement. The Project Funding Recipient has not been hired by the Department to perform any work for or on behalf of the State of Montana.

The Project Funding Recipient may delegate the pesticide application responsibility in whole or in part, but it must be in writing, and the Project Funding Recipient will remain responsible for all work performed under such delegation. Any delegation of pesticide application responsibility by a public agency under this paragraph, shall comply with all applicable contracting requirements including competitive bidding and conflict of interest statutes and rules. All non-public recipients of grants shall also comply, in spirit and intent, with those statutes and rules applicable to public agencies.

The Project Funding Recipient has the duty and right to control, supervise and monitor the specific methods or specific operative details of the day-to-day performance of the weed management activities. The Project Funding Recipient will follow Montana's Prevailing Wage Law.

- 7. <u>LEGAL REQUIREMENTS</u>: The Project Funding Recipient shall follow all requirements in accordance with all federal, state, and local laws and statutes and all applicable rules, regulations, and standards. Funding recipients shall adhere to Noxious Weed Trust Fund policies as follows:
  - Any travel expenses (meals, mileage) approved in the project budget will be reimbursed up to current state per diem rates.
  - Projects with approved administration costs cannot exceed 3% of award, up to \$1,000.
- 8. <u>ACCESS FOR MONITORING AND REVIEW</u>: The Project Funding Recipient shall grant the Department and its agents, access at any reasonable time to the project activities and all financial and operational records pertaining to it to carry out the monitoring and review to determine compliance with this agreement.
- 9. <u>COMPENSATION</u>: In consideration for the above specified activities and only those activities, the Department agrees to pay the Project Funding Recipient the maximum amount of \$10,000. This funding is contingent upon sufficient available revenue and verification of matching funds listed in the grant application to equal \$10,000.

A project is eligible to receive funds only if the county in which the project occurs has appropriated money for a noxious weed fund from any source in an amount not less than \$100,000 or an amount equivalent to 1.6 mills levied upon the taxable value of all property.

The Project Funding Recipient shall submit claims for payment of expenses. The Department will verify expenditure receipts as applicable and disburse funds in an amount equal to the documented expenditures.

The Department will withhold 10 percent of the total Department portion of the project funding to be disbursed only upon receipt of a final status report and acceptance and approval of the completed project.

10. <u>FINANCIAL REQUIREMENTS:</u> The Project Funding Recipient shall use generally accepted accounting principles in managing the financial records of this grant agreement. The Project Funding Recipient may deviate expenditures by 10 percent provided that total expenditures do not exceed the amount stated in Section 9.

### 11. REPORTING, RECORD KEEPING AND AUDITS:

### **FINANCIAL**

The Project Funding Recipient will cause proper and adequate books of records and accounting to be kept showing complete and correct entries of all receipts, disbursements and other transactions relating to the project. The Project Funding Recipient shall retain all invoices, bills or other acceptable documentation of grant expenditures for eight years after the project is completed and the Department has closed the grant agreement. The Department may grant the Project Funding Recipient permission to destroy these records prior to the eight-year termination.

The Project Funding Recipient agrees that the Department or the Legislative Audit Division or Legislative Fiscal Division may, at any reasonable time, audit all records, reports, and other documents, which the Project Funding Recipient maintains under or in the course of this agreement to ensure compliance with this agreement. In addition, the Department may require, with reasonable cause and notice, the Project Funding Recipient to submit to an audit by a Certified Public Accountant or other person acceptable to the Department, paid for by the Project Funding Recipient.

The Project Funding Recipient shall submit a claim setting forth the project budgets, disbursements and balances for the Department funds, matching funding, and any administrative costs. Indirect costs will not be paid. This information shall be submitted each time a claim for payment is made. The Project Funding Recipient shall immediately notify the Department if the matching funding specified in the agreement is reduced, eliminated, or lost. Such loss of funding may result in modifications or termination of this agreement.

Pursuant to the sections entitled "Termination", the Department may terminate this agreement upon any refusal of the Project Funding Recipient to allow access to records necessary for the Legislative Auditor or Legislative Fiscal Analyst, to carry out the legislative audit or analysis functions set forth in Title 5, Chapter 12 and 13, MCA, or for the Department or its designee to conduct its own audit. In the event this agreement is terminated for such failures, the Project Funding Recipient, at the option of the Department, shall return to the Department all funds previously awarded the Project Funding Recipient and all results of the project to date. If the project is audited by another federal or state agency, the audit may meet the conditions of this agreement.

### **OPERATIONAL**

The Project Funding Recipient shall provide operational status reports using the Montana Noxious Weed Trust Fund WebGrants system, setting forth activities completed, significant problems and a projection of the next period's activities. This report shall be submitted by November 30 of each contract year.

A final claim and status report shall be submitted to the Department by the Project Funding Recipient no later than 30 days after the term of the contract termination date. This report will summarize all grant activities and expenditures.

The Project Funding Recipient shall reference this grant agreement in any documents distributed to the public or written for publication in the following manner: "MONTANA DEPARTMENT OF AGRICULTURE NOXIOUS WEED TRUST FUND GRANT NUMBER 2021-028."

12. <u>INTELLECTUAL PROPERTY</u>: All patent and other legal rights in or to inventions, processes, organisms, or products, arising out of activities funded in whole or in part by this agreement must be available to the public for royalty-free and nonexclusive licensing. The Project Funding Recipient shall notify the Department in writing of any invention conceived or reduced to practice in the course of performance of this agreement.

The Department and the public shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use, copyrightable property created under this agreement.

13. <u>LEGAL RELATIONSHIP BETWEEN THE PARTIES</u>: In performing weed management activities the Project Funding Recipient is not an agent, employee, or independent contractor of the state.

The agents, employees, cooperators, and independent contractors, associated with or hired by the Project Funding Recipient to perform or assist in performing weed management activities are not agents, employees, cooperators or independent contractors of the Department.

This grant agreement does not create a partnership, joint venture, joint enterprise, or joint undertaking of any sort between the Project Funding Recipient, its agents, employees, cooperators and independent contractors and the state, for the performance of weed management activities.

14. <u>LIAISON</u>: The liaison representatives for the respective parties, to whom communication concerning this agreement shall be directed, are: Grants Coordinator, Montana Department of Agriculture, PO Box 200201, Helena, MT 59620-0201, representing the Department, and Joshua Blystone, Cascade County Weed District, 279 Vaughn S Frontage Road, Great Falls, MT 59404, representing the Project Funding Recipient.

A change in the liaison representative for the Project Funding Recipient requires written notice to the Department within 15 days of the effective date of the change.

- 15. <u>NON-DISCRIMINATION</u>: Any hiring of employees under this agreement by the Project Funding Recipient shall be on the basis of merit and qualification, and there shall be no discrimination in such hiring on the basis of race, color, religious creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or ancestry. As used herein, "qualifications" means qualifications that are generally related to competent performance of the particular occupational task.
- 16. <u>ASSIGNMENTS</u>: The parties mutually agree that there will be no assignment, transfer, or other delegation of this agreement, nor any interest in this agreement, unless prior agreement has been stipulated elsewhere in this agreement or with the express written consent of both parties.
- 17. <u>MODIFICATIONS</u>: No letter, email, or other communication passing between the parties to the agreement concerning any matter during this agreement period shall be deemed a part of this agreement unless it is distinctly stated in such letter, email, or communications that it is to constitute part of this agreement, and such letter, email, or communication is attached as an Appendix to this agreement and is signed by the authorized representative of each of the parties to this agreement. This grant contains the entire agreement between the parties, and no statements, promises or inducements made by either party or agents of either party, which are not contained in this writing shall be valid or binding. This agreement shall not be enlarged, modified, or otherwise altered without written agreement of both parties.

18. <u>INDEMNITY AND LIABILITY</u>: The Project Funding Recipient shall protect, indemnify, defend and save the Department and the State of Montana and its agents harmless from and against any and all claims, portions of claims, liabilities, demands, causes of actions, judgments, and settlements, including costs and reasonable attorney fees arising in favor of or asserted by any person or entity; on account of personal injury, death, or damage to real or personal property which is, or alleged to be the result, in whole or in part of any acts or omissions of the Project Funding Recipient, its employees, agents, or independent contractors, or the cooperating landowners, their employees, agents, or independent contractors, in connection with the weed management activities described in this agreement and attachments; on account of the failure of the Project Funding Recipient to perform under and comply with Section 4 "Scope of Work" and Section 7 "Legal Requirements" of this agreement.

The duty of the Project Funding Recipient to defend is not contingent upon an admission or jury determination that the Project Funding Recipient or any cooperating landowner committed any negligent acts or engaged in any willful misconduct. The Project Funding Recipient shall pay the reasonable cost and attorney fees incurred by the State in establishing its right to defense or indemnification provided herein.

19. <u>SEVERABILITY</u>: It is agreed by the parties that if any term or provision of this agreement is held to be illegal or in conflict with any Montana law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this agreement did not contain the particular term or provision held to be invalid.

### 20. TERMINATION:

- 1. Except as otherwise provided in this section, either party may terminate this agreement for failure of the other party to perform after giving thirty (30) days written notice by registered mail or personal delivery to the other party. The written notice must demand performance of the stated failure within a specified time period of not less than thirty (30) days. If the demanded performance is not completed within the specified time period, the termination is effective at the end of that specified time period.
- 2. Except as provided in the sections entitled "Reporting, Record Keeping and Audits" and "Failure to Comply", in the event of termination, the Project Funding Recipient shall be paid for the work performed and expenses incurred pursuant to this agreement through the date of termination, and all results of the project to the date of termination including, but not limited to, the original copies of all forms, notes, maps, specimens, photographs, and data prepared by the Project Funding Recipient prior to termination shall become the property of the Department and shall be delivered to the Department.
- 21. <u>FAILURE TO COMPLY</u>: If the Project Funding Recipient fails to comply with the terms and conditions of this agreement, or reasonable directives or orders issued by the Department, the Department may terminate this agreement pursuant to the section entitled "Termination", Subsection 1, of the grant described herein, and the Project Funding Recipient, at the option of the Department, shall return to the Department all grant funds previously awarded to the Project Funding Recipient. In addition, the Department may bring such legal action as may be necessary to enforce this agreement. In extraordinary cases, such as illness or acts of God, the Department may waive compliance with specific terms of this agreement in the interests of completing the project funded hereunder.
- 22. <u>MONTANA'S LAW AND VENUE</u>: The parties agree that any action or judicial proceeding for the enforcement of this agreement shall be instituted only in the courts of the state of Montana, and it is mutually agreed that this agreement shall be governed by the laws of the state of Montana, both as to interpretation and performance. In the event of litigation concerning the terms of this agreement, venue shall be in the First Judicial District in and for the County of Lewis and Clark, Montana.

- 23. <u>OTHER PROVISIONS</u>: Should this grant agreement contemplate a renewal of the grant at the expiration of the term, no promise express or implied is made that the agreement will in fact be renewed. Such renewal shall depend on whether renewed funding is appropriated, and Department approval is granted to the Project Funding Recipient.
- 24. <u>DATE AND SIGNATURE</u>: The parties expressly intend that any monies offered under this agreement and expended by the contractor between April 1, 2021 and the effective date of this agreement are to be compensated under the terms of this agreement. This agreement shall become effective upon the date of the last signature of all parties indicating acceptance and agreement to the terms and conditions.

I (We) declare that I (We) are legally capable of, and authorized to, enter into this binding agreement for the purpose of obtaining a grant from the Department of Agriculture to be administered according to the terms and conditions of this agreement and other associated documents.

Project	Funding Recipients		
BY:	Signature - Contact Person	Joshua Blysbre Printed Name	$\frac{4/20/20}{\text{Date}}$
BY:			
	Signature - County Commissioner or Tribal Representative	Printed Name	Date
BY:	Signature – Weed Board Chair or Other Authorized Representative	Jashua Blystone Printed Name	<u>4/20/21</u> Date
Project	Funding Recipient Tax Identification Nu	mber 81-6001343	
Mailing	Address 279 Vaughn S	Frontage RS, Great Fall	115, MT, 59404
Montar	na Department of Agriculture		
	DocuSigned by:		
BY:	un Foley	April 19, 2021	
lan	Foley, Administrator	Date	

354W-OPER / \$10,000

## Agenda Action Report Prepared for the Cascade County Commission

ITEM:

**Noxious Weed Trust Fund Project Grant** 

Agreement Little Belt Creek Weed Management

Area MDA Number 2021-029

INITIATED AND PRESENTED BY:

Joshua Blystone, Weed & Mosquito Division

**ACTION REQUESTED:** 

**Approval of Contract 21-63** 

### BACKGROUND:

The purpose of this agreement is to provide \$7,000 in matching funds from the Montana Department of Agriculture to Cascade County Weed District for noxious weed control on 499 acres of private land within the Little Belt Creek Grant area. Funds will be distributed to the private landowners that are part of the Weed Management Area for noxious weed control activities including herbicide purchases and contracting commercial applicators. Funds will match up to 50% of incurred costs.

**RECOMMENDATION:** Approval of Contract 21-63.

### TWO MOTIONS PROVIDED FOR CONSIDERATION:

### MOTION TO APPROVE:

Mister Chair, I move that the Commission APPROVE Contract #21-63, agreement to accept \$7,000 in matching funds from the Montana Department of Agriculture to Cascade County Weed District for noxious weed control on 499 acres of private land within the Little Belt Creek Grant area.

### MOTION TO DISAPPROVE:

Mister Chair, I move that the Commission DISAPPROVE Contract #21-63, agreement to accept \$7,000 in matching funds from the Montana Department of Agriculture to Cascade County Weed District for noxious weed control on 499 acres of private land within the Little Belt Creek Grant area.

### NOXIOUS WEED TRUST FUND PROJECT GRANT AGREEMENT LITTLE BELT CREEK WEED MANAGEMENT AREA 2021 MDA NUMBER 2021-029

1. <u>PARTIES</u>: Montana Department of Agriculture, the "Department", and Cascade County Weed District, "Project Funding Recipient".

The parties to this agreement agree as follows:

- 2. <u>TERM</u>: The term shall be from the date specified in this agreement to October 31, 2022 unless terminated pursuant to Section 20 entitled "Termination".
- 3. <u>PURPOSE</u>: The Project Funding Recipient will perform noxious weed control activities in Cascade County beginning in 2021.
- 4. <u>SCOPE OF WORK</u>: Work to be performed by the Project Funding Recipient under this agreement, including all specific aspects of the project, description of the final product, and revenue and expense projections for the project are described below or described in appropriate appendices as indicated:

The Project Funding Recipient will:

- control 499 acres of noxious weeds as listed in the grant application,
- use an integrated approach to weed control which includes biocontrol and herbicide applications,
- · reduce noxious weed infestations to a manageable and affordable level,
- obtain adequate control of Dalmatian toadflax, field bindweed, hoary alyssum, leafy spurge, whitetop, houndstongue, spotted knapweed, ventenata, and Canada thistle,
- prevent establishment of new invasive plants,
- · educate landowners about preventing and controlling noxious weeds, and
- take care to avoid damage to non-target vegetation, water, and riparian areas while performing these tasks.

In addition, the Project Funding Recipient will:

- · Apply all herbicides listed on the herbicide worksheet according to label directions,
- calibrate all application equipment prior to use in the project area,
- verify, in writing, correct pesticide licensing of all pesticide applicators involved in the project area (name and license number),
- target sites where herbicides cannot be used for biocontrol releases or other alternate control
  methods,
- conduct educational programs and tours to inform adjacent landowners about the success of the weed management program,
- map and upload or enter mapping data, for all weed infestations within the project boundaries into EDDMapS West (http://www.eddmaps.org),
- evaluate results of the project using a monitoring system approved by the Department and,
- establish photo point sites and include photos with the final project.

Project Funding Recipient agrees to perform all tasks identified in this agreement or attached as appendices. The provisions stated in this agreement expressly supersede any conflicting or additional provisions stated in the Project Funding Recipient's grant proposal.

Any publications, brochures, maps, or any materials produced as a result of this grant shall be considered public property and a copy must be submitted to the Department as part of the final reporting requirements of this grant. It is also agreed that the Project Funding Recipient may, if necessary, charge a reasonable fee for the reproduction and distribution of these materials to the general public.

### 5. <u>SUPPORTING DOCUMENTS</u>:

Appendix A: "Little Belt Creek Weed Management Area 2021" grant proposal as submitted in WebGrants at <a href="https://funding.mt.gov">https://funding.mt.gov</a>.

Appendix B: Revised WebGrants components as submitted in WebGrants at https://funding.mt.gov.

6. <u>PROJECT FUNDING RECIPIENT RESPONSIBILITIES</u>: The Project Funding Recipient has the primary responsibility for directing, supervising, and coordinating the performance of all project activities carried out under the terms of this agreement. The Project Funding Recipient has not been hired by the Department to perform any work for or on behalf of the State of Montana.

The Project Funding Recipient may delegate the pesticide application responsibility in whole or in part, but it must be in writing, and the Project Funding Recipient will remain responsible for all work performed under such delegation. Any delegation of pesticide application responsibility by a public agency under this paragraph, shall comply with all applicable contracting requirements including competitive bidding and conflict of interest statutes and rules. All non-public recipients of grants shall also comply, in spirit and intent, with those statutes and rules applicable to public agencies.

The Project Funding Recipient has the duty and right to control, supervise and monitor the specific methods or specific operative details of the day-to-day performance of the weed management activities. The Project Funding Recipient will follow Montana's Prevailing Wage Law.

- 7. <u>LEGAL REQUIREMENTS</u>: The Project Funding Recipient shall follow all requirements in accordance with all federal, state, and local laws and statutes and all applicable rules, regulations, and standards. Funding recipients shall adhere to Noxious Weed Trust Fund policies as follows:
  - Any travel expenses (meals, mileage) approved in the project budget will be reimbursed up to current state per diem rates.
  - Projects with approved administration costs cannot exceed 3% of award, up to \$1,000.
- 8. <u>ACCESS FOR MONITORING AND REVIEW</u>: The Project Funding Recipient shall grant the Department and its agents, access at any reasonable time to the project activities and all financial and operational records pertaining to it to carry out the monitoring and review to determine compliance with this agreement.
- 9. <u>COMPENSATION</u>: In consideration for the above specified activities and only those activities, the Department agrees to pay the Project Funding Recipient the maximum amount of \$7,000. This funding is contingent upon sufficient available revenue and verification of matching funds listed in the grant application to equal \$7,000.

A project is eligible to receive funds only if the county in which the project occurs has appropriated money for a noxious weed fund from any source in an amount not less than \$100,000 or an amount equivalent to 1.6 mills levied upon the taxable value of all property.

The Project Funding Recipient shall submit claims for payment of expenses. The Department will verify expenditure receipts as applicable and disburse funds in an amount equal to the documented expenditures.

The Department will withhold 10 percent of the total Department portion of the project funding to be disbursed only upon receipt of a final status report and acceptance and approval of the completed project.

10. <u>FINANCIAL REQUIREMENTS:</u> The Project Funding Recipient shall use generally accepted accounting principles in managing the financial records of this grant agreement. The Project Funding Recipient may deviate expenditures by 10 percent provided that total expenditures do not exceed the amount stated in Section 9.

### 11. REPORTING, RECORD KEEPING AND AUDITS:

### **FINANCIAL**

The Project Funding Recipient will cause proper and adequate books of records and accounting to be kept showing complete and correct entries of all receipts, disbursements and other transactions relating to the project. The Project Funding Recipient shall retain all invoices, bills or other acceptable documentation of grant expenditures for eight years after the project is completed and the Department has closed the grant agreement. The Department may grant the Project Funding Recipient permission to destroy these records prior to the eight-year termination.

The Project Funding Recipient agrees that the Department or the Legislative Audit Division or Legislative Fiscal Division may, at any reasonable time, audit all records, reports, and other documents, which the Project Funding Recipient maintains under or in the course of this agreement to ensure compliance with this agreement. In addition, the Department may require, with reasonable cause and notice, the Project Funding Recipient to submit to an audit by a Certified Public Accountant or other person acceptable to the Department, paid for by the Project Funding Recipient.

The Project Funding Recipient shall submit a claim setting forth the project budgets, disbursements and balances for the Department funds, matching funding, and any administrative costs. Indirect costs will not be paid. This information shall be submitted each time a claim for payment is made. The Project Funding Recipient shall immediately notify the Department if the matching funding specified in the agreement is reduced, eliminated, or lost. Such loss of funding may result in modifications or termination of this agreement.

Pursuant to the sections entitled "Termination", the Department may terminate this agreement upon any refusal of the Project Funding Recipient to allow access to records necessary for the Legislative Auditor or Legislative Fiscal Analyst, to carry out the legislative audit or analysis functions set forth in Title 5, Chapter 12 and 13, MCA, or for the Department or its designee to conduct its own audit. In the event this agreement is terminated for such failures, the Project Funding Recipient, at the option of the Department, shall return to the Department all funds previously awarded the Project Funding Recipient and all results of the project to date. If the project is audited by another federal or state agency, the audit may meet the conditions of this agreement.

### **OPERATIONAL**

The Project Funding Recipient shall provide operational status reports using the Montana Noxious Weed Trust Fund WebGrants system, setting forth activities completed, significant problems and a projection of the next period's activities. This report shall be submitted by November 30 of each contract year.

A final claim and status report shall be submitted to the Department by the Project Funding Recipient no later than 30 days after the term of the contract termination date. This report will summarize all grant activities and expenditures.

The Project Funding Recipient shall reference this grant agreement in any documents distributed to the public or written for publication in the following manner: "MONTANA DEPARTMENT OF AGRICULTURE NOXIOUS WEED TRUST FUND GRANT NUMBER 2021-029."

12. <u>INTELLECTUAL PROPERTY</u>: All patent and other legal rights in or to inventions, processes, organisms, or products, arising out of activities funded in whole or in part by this agreement must be available to the public for royalty-free and nonexclusive licensing. The Project Funding Recipient shall notify the Department in writing of any invention conceived or reduced to practice in the course of performance of this agreement.

The Department and the public shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use, copyrightable property created under this agreement.

13. <u>LEGAL RELATIONSHIP BETWEEN THE PARTIES</u>: In performing weed management activities the Project Funding Recipient is not an agent, employee, or independent contractor of the state.

The agents, employees, cooperators, and independent contractors, associated with or hired by the Project Funding Recipient to perform or assist in performing weed management activities are not agents, employees, cooperators or independent contractors of the Department.

This grant agreement does not create a partnership, joint venture, joint enterprise, or joint undertaking of any sort between the Project Funding Recipient, its agents, employees, cooperators and independent contractors and the state, for the performance of weed management activities.

14. <u>LIAISON</u>: The liaison representatives for the respective parties, to whom communication concerning this agreement shall be directed, are: Grants Coordinator, Montana Department of Agriculture, PO Box 200201, Helena, MT 59620-0201, representing the Department, and Joshua Blystone, Cascade County Weed District, 279 Vaughn S Frontage Road, Great Falls, MT 59404, representing the Project Funding Recipient.

A change in the liaison representative for the Project Funding Recipient requires written notice to the Department within 15 days of the effective date of the change.

- 15. <u>NON-DISCRIMINATION</u>: Any hiring of employees under this agreement by the Project Funding Recipient shall be on the basis of merit and qualification, and there shall be no discrimination in such hiring on the basis of race, color, religious creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or ancestry. As used herein, "qualifications" means qualifications that are generally related to competent performance of the particular occupational task.
- 16. <u>ASSIGNMENTS</u>: The parties mutually agree that there will be no assignment, transfer, or other delegation of this agreement, nor any interest in this agreement, unless prior agreement has been stipulated elsewhere in this agreement or with the express written consent of both parties.
- 17. MODIFICATIONS: No letter, email, or other communication passing between the parties to the agreement concerning any matter during this agreement period shall be deemed a part of this agreement unless it is distinctly stated in such letter, email, or communications that it is to constitute part of this agreement, and such letter, email, or communication is attached as an Appendix to this agreement and is signed by the authorized representative of each of the parties to this agreement. This grant contains the entire agreement between the parties, and no statements, promises or inducements made by either party or agents of either party, which are not contained in this writing shall be valid or binding. This agreement shall not be enlarged, modified, or otherwise altered without written agreement of both parties.

18. <u>INDEMNITY AND LIABILITY</u>: The Project Funding Recipient shall protect, indemnify, defend and save the Department and the State of Montana and its agents harmless from and against any and all claims, portions of claims, liabilities, demands, causes of actions, judgments, and settlements, including costs and reasonable attorney fees arising in favor of or asserted by any person or entity; on account of personal injury, death, or damage to real or personal property which is, or alleged to be the result, in whole or in part of any acts or omissions of the Project Funding Recipient, its employees, agents, or independent contractors, or the cooperating landowners, their employees, agents, or independent contractors, in connection with the weed management activities described in this agreement and attachments; on account of the failure of the Project Funding Recipient to perform under and comply with Section 4 "Scope of Work" and Section 7 "Legal Requirements" of this agreement.

The duty of the Project Funding Recipient to defend is not contingent upon an admission or jury determination that the Project Funding Recipient or any cooperating landowner committed any negligent acts or engaged in any willful misconduct. The Project Funding Recipient shall pay the reasonable cost and attorney fees incurred by the State in establishing its right to defense or indemnification provided herein.

19. <u>SEVERABILITY</u>: It is agreed by the parties that if any term or provision of this agreement is held to be illegal or in conflict with any Montana law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this agreement did not contain the particular term or provision held to be invalid.

### 20. TERMINATION:

- 1. Except as otherwise provided in this section, either party may terminate this agreement for failure of the other party to perform after giving thirty (30) days written notice by registered mail or personal delivery to the other party. The written notice must demand performance of the stated failure within a specified time period of not less than thirty (30) days. If the demanded performance is not completed within the specified time period, the termination is effective at the end of that specified time period.
- 2. Except as provided in the sections entitled "Reporting, Record Keeping and Audits" and "Failure to Comply", in the event of termination, the Project Funding Recipient shall be paid for the work performed and expenses incurred pursuant to this agreement through the date of termination, and all results of the project to the date of termination including, but not limited to, the original copies of all forms, notes, maps, specimens, photographs, and data prepared by the Project Funding Recipient prior to termination shall become the property of the Department and shall be delivered to the Department.
- 21. <u>FAILURE TO COMPLY</u>: If the Project Funding Recipient fails to comply with the terms and conditions of this agreement, or reasonable directives or orders issued by the Department, the Department may terminate this agreement pursuant to the section entitled "Termination", Subsection 1, of the grant described herein, and the Project Funding Recipient, at the option of the Department, shall return to the Department all grant funds previously awarded to the Project Funding Recipient. In addition, the Department may bring such legal action as may be necessary to enforce this agreement. In extraordinary cases, such as illness or acts of God, the Department may waive compliance with specific terms of this agreement in the interests of completing the project funded hereunder.
- 22. <u>MONTANA'S LAW AND VENUE</u>: The parties agree that any action or judicial proceeding for the enforcement of this agreement shall be instituted only in the courts of the state of Montana, and it is mutually agreed that this agreement shall be governed by the laws of the state of Montana, both as to interpretation and performance. In the event of litigation concerning the terms of this agreement, venue shall be in the First Judicial District in and for the County of Lewis and Clark, Montana.

- 23. <u>OTHER PROVISIONS</u>: Should this grant agreement contemplate a renewal of the grant at the expiration of the term, no promise express or implied is made that the agreement will in fact be renewed. Such renewal shall depend on whether renewed funding is appropriated, and Department approval is granted to the Project Funding Recipient.
- 24. <u>DATE AND SIGNATURE</u>: The parties expressly intend that any monies offered under this agreement and expended by the contractor between April 1, 2021 and the effective date of this agreement are to be compensated under the terms of this agreement. This agreement shall become effective upon the date of the last signature of all parties indicating acceptance and agreement to the terms and conditions.

I (We) declare that I (We) are legally capable of, and authorized to, enter into this binding agreement for the purpose of obtaining a grant from the Department of Agriculture to be administered according to the terms and conditions of this agreement and other associated documents.

Project	Funding Recipients		
BY:	Signature - Contact Person	Joshua Blystone Printed Name	4/20/21 Date
BY:			
	Signature - County Commissioner or Tribal Representative	Printed Name	Date
BY:	Signature – Weed Board Chair or Other Authorized Representative	Jahra Plystone Printed Name	4/20/21 Date
Project	Funding Recipient Tax Identification Nur		
Mailing	Address 279 Vaughn S	Frontage Rd, Great Falls	MT 59400
Montan	na Department of Agriculture  -DocuSigned by:		
BY: [6	Foley, Administrator	April 19, 2021  Date	

354W-OPER / \$7,000

### Agenda Action Report Prepared for the Cascade County Commission

ITEM:

Maintenance Agreement with Montana Interactive,

LLC dba NIC Montana for Burn Permits

INITIATED AND PRESENTED BY:

Rina Fontana Moore, Clerk and Recorder

**ACTION REQUESTED:** 

**Approval of Contract 21-64** 

### **BACKGROUND:**

The State of Montana has ceased managing the software program that Cascade County has utilized previously in issuance of burn permits in Cascade County. Montana Interactive, LLC, dba NIC Montana has taken over that role and provided Cascade County with a maintenance agreement whereby Cascade County citizens apply for, pay for, receive, activate, and renew a burn permit. There is also a County Administrative service that allows approved users to monitor and manage burn permits including the ability to provide burn permits to citizens, accept payment, activate permits, set specific parameters for burn days for notification to permit holders/applications, view and print reports, and map the burn permits using the Google interactive map. There is an automated phone system to allow citizens to activate their permits by phone. The term of the agreement is 5 years, effective May 1, 2021.

Cascade County collects \$8.00 per permit. Cascade County retains \$6.00 per permit and pays a payment processing fee of \$2.00 per permit. On June 1st Cascade County will issue a check payable to the Fire Council of all burn permit funds collected for the year. There is a balance of \$6,000 retained in the account in the event that updates are required for the system. Maintenance fees are \$0.00. IVR is \$0.15 per minute and billed monthly. Hosting fees are \$,1200 which is divided by all counties that participate in the burn permit program, which is roughly \$50.00 per year for Cascade County.

RECOMMENDATION: Approval of Contract 21-64.

### TWO MOTIONS PROVIDED FOR CONSIDERATION:

### **MOTION TO APPROVE:**

Mr. Chair, I move that the Commission approve Contract 21-64, a Maintenance Agreement with Montana Interactive, LLC dba NIC Montana for Burn Permits.

### **MOTION TO DISAPPROVE:**

Mr. Chair, I move that the Commission disapprove Contract 21-64, a Maintenance Agreement with Montana Interactive, LLC dba NIC Montana for Burn Permits.

### MAINTENANCE AGREEMENT

This Maintenance Agreement ("Agreement") is by and between Cascade County (the "Agency"), whose address and phone number are PO BOX 2867, Great Falls, MT 59403 and 406-788-1720 and Montana Interactive, LLC dba NIC Montana (the "Contractor"), whose address and phone number are PO Box 164, Helena, MT 59624 and 406-449-3468.

### THE PARTIES HEREBY AGREE AS FOLLOWS:

### 1. **DEFINITIONS**

- "Business Day" means any day except Saturdays, Sundays, and the legal holidays defined in 1-1-216(1), MCA.
- 1.2. "Confidential Information" means all written or oral information of either Party or a third party that has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential.
- 1.3. "Documentation" means all existing user, technical, and operating manuals necessary to enable the Agency to properly install, use, and maintain the Software, including but not limited to training materials, system specifications, hardware requirements, and all other user instructions regarding the capabilities, operation, installation, and use of the Software.
- 1.4. "Error" means an instance of failure of Software to be operative. An Error is classified as Severity 1, 2 or 3 as described in Section 3.1(c).
- 1.5. "Intellectual Property Right" means all intellectual property rights recognized under the laws and treaties of the United States, including copyrights, patents, mask works, trademarks, trade secrets, authors' rights, rights of attribution, and other proprietary rights and all applications and rights to apply for registration or protection of such rights.
- 1.6. "Maintenance Services" means the services described in Section 3 including help desk support, Error correction and the provision of Updates.
- 1.7. "SaaS Solutions" means commercial, readily available services provided through hardware, software and network infrastructure hosted by NIC Inc. ("NIC") or another of its subsidiaries, including hardware, software and network infrastructure that enable applications developed by Contractor or any of its affiliates, to authorize and capture credit and debit cards for payments; to process all other forms of electronic funds transfer, process billing and collection of funds, to manage the registration of users of fee services, and manage the online transaction logging data. It includes such other digital services as may be from time to time developed by NIC, or another of its subsidiaries, outside of this Agreement and made available to the Agency through Contractor.
- 1.8. "Software" means the compiled, machine-readable, and/or executable version of the software and related Documentation now in use by Contractor and as may be improved or modified by Contractor in the future, including, but not limited to, the Documentation, Updates, and any Upgrades which have been purchased by the Agency, in each case as described in Schedule A. For the avoidance of doubt, Software includes SaaS Solutions.
- 1.9. "Update" means a set of procedures or new program code that Contractor implements which may correct Errors, mitigate vulnerabilities, and to the extent provided to all customers from time to time at no additional cost may include minor modifications to improve performance or functionality.
- 1.10. "Upgrade" means a new version or release of the Software which adds capabilities or improves the performance or functionality of the Software. Upgrades include new programs which replace the Software or the features and functions of the Software.

2. **EFFECTIVE DATE, DURATION AND RENEWAL**. This Agreement shall take effect on May 1, 2021 (the "Effective Date"), and terminate on the five-year anniversary of the Effective Date, unless terminated pursuant to the terms of this Agreement. This Agreement will automatically renew in one-year intervals, unless either Party gives 90 days' written notice prior to the end of the current term.

### 3. MAINTENANCE SERVICES.

- 3.1. **Maintenance Services.** Contractor will provide "Maintenance Services" for Software identified on Schedule A. The Maintenance Services shall include:
  - a. Contractor will provide email and/or telephone support during normal business hours and will also provide a 24x7 monitored outreach mechanism to report Severity 1 Incidents.
  - b. Contractor will provide Updates, when available, for the Software.
  - c. Contractor will resolve any Error in the Software reported by Agency or otherwise known to Contractor in accordance with the following priority level to such Error:
    - Severity 1 Incident. In the event the Software is rendered unavailable or if the delivery of
      expected critical functionality thereof has failed (such as a comprehensive outage or
      consistent transaction failures), Contractor shall use commercially reasonable efforts to
      resolve the issue within one hour 80% of the time, measured annually, after receiving Agency
      notification of such an event. Contractor shall provide Agency with periodic reports (no less
      frequently than once every 30 minutes) on the status of the error and resolution.
    - 2. Severity 2 Incident. In the event the Software or the delivery of expected critical functionality thereof is available but has substantially degraded in performance (such as intermittent availability or irregular transactions issues), Contractor shall use commercially reasonable efforts to resolve the issue within six hours 80% of the time, measured annually, after receiving Agency notification of such an event. Contractor shall provide Agency with periodic reports (no less frequently than once every 60 minutes) on the status of the error and resolution.
    - 3. <u>Severity 3 Incident</u>. In the event the delivery of expected non-critical Software functionality has degraded in performance without material impact on Agency outcomes, Contractor shall use commercially reasonable efforts to resolve the error within five Business Days of receiving Agency notification of such error. Contractor shall provide Agency with periodic reports (no less frequently than once each day) on the status of the error and resolution.
- 3.2. **Exclusions**. Contractor is not obligated to provide Maintenance Services or support to the extent the need for support was created in whole or in part by:
  - a. the negligence or willful misconduct of Agency, or any unauthorized use or modifications of the Software or its operating environment;
  - b. any failure or defect of Agency's or a third party's equipment, software, facilities, third party applications, or internet connectivity (or other causes outside of Contractor's or its subcontractor's or services provider's control);
  - c. Agency's use of the Software other than in accordance with this Agreement; or
  - d. an event of force majeure (as described in the Agreement).

Unless otherwise set forth in a Statement of Work, the Contractor or its designee will provide the infrastructure and hosting environment for Software provided hereunder.

- 4. <u>SOFTWARE LICENSES</u>. Contractor will provide access to the functionality of Software identified on Schedule A for the term of the Agreement. Access to particular Software of Contractor by Agency shall terminate upon termination of the Agreement. The Agency does not have any rights to have or to make copies or archival copies of any Software at any time.
  - 4.1. Ownership and Proprietary Rights. Contractor retains all right, title, and interest in and to the Software, and the Agency acknowledges that it neither owns nor acquires any right in and to the Software not expressly granted by this Agreement.
  - 4.2. Disclaimer. Contractor and its affiliates and their directors, officers, and employees shall not be liable for any losses, costs, expenses, including reasonable attorney's fees, arising out of or related to the use or modification or enhancement of the Software or the source code either by the Agency or any third party, or caused by any modifications or changes performed by Agency, or at their direction, to the operating platform or environment on which or with which the Software or source code are operated.
- 5. OTHER SERVICES. At the Agency's written request, Contractor may provide other services set forth on Schedule A. Such other services may include, without limitation, professional services to assist the Agency with the installation, configuration, and deployment of the Software application(s) covered by this Agreement, or Upgrades to such Software. The Parties shall agree to the scope of work, roles and responsibilities; deliverables; and cost of such professional services in Schedule A, which may be amended and restated from time to time upon the mutual agreement of the Parties.
- 6. <u>PCI DSS COMPLIANCE</u>. The Parties understand and agree to comply with PCI DSS and any amendments thereto. The Parties acknowledge that each Party is responsible for the security of cardholder data in its possession. The Parties agree to maintain a list of which PCI DSS requirements are managed by Agency, and which requirements are the responsibility of Contractor to include in Contractor PCI DSS reviews. Upon request, a Party agrees to provide the other Party (in this case, also a requesting Party) with written proof of its compliance with the PCI DSS. If Contractor is providing Payment Services Devices (as indicated on Schedule A), Agency shall be responsible for compliance with PCI DSS version 3.1 and any more current versions regarding the Payment Service Devices, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.
- 7. **FEES AND PAYMENTS**. In consideration for the right to use certain Software granted to the Agency hereunder and the performance of Contractor's obligations hereunder, the Agency shall pay to Contractor certain fees as set forth in Schedule A, which fees shall be due and payable as set forth therein. Agency will pay invoices net 30 days from the receipt of an accurate invoice.

### 8. CONFIDENTIALITY.

- 8.1. Ownership of Confidential Information. Each Party will have access to certain of the other Party's Confidential Information or Confidential Information of third parties that the disclosing Party is required to maintain as confidential. Both Parties agree that, subject to Montana's open records laws, all items of Confidential Information are proprietary to the disclosing Party or such third party, as applicable, and shall remain the sole property of the disclosing Party or such third party. The Agency acknowledges that the Software and source code, including the intellectual property embodied therein, are proprietary Confidential Information of Contractor or its affiliates.
- 8.2. Mutual Confidentiality Obligations. Except as expressly provided otherwise in this Agreement, each Party agrees as follows: (i) to use the Confidential Information only for the purposes described herein; (ii) that such Party will not reproduce the Confidential Information and will hold in confidence and protect the Confidential Information from dissemination to, and use by, any third party; (iii) that neither Party will create any derivative work from Confidential Information disclosed to such Party by the other Party; (iv) to restrict access to the Confidential Information to such of its personnel, agents, and/or consultants,

- if any, who have a need to have access; and (v) to return or destroy all Confidential Information of the other Party in its possession upon termination or expiration of this Agreement.
- 8.3. Confidentiality Exceptions. Notwithstanding the foregoing, the provisions of Sections 8.1 (Ownership of Confidential Information) and 8.2 (Mutual Confidentiality Obligations) shall not apply to Confidential Information that (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient Party by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; or (vi) is approved for release or disclosure by the disclosing Party without restriction. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (a) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall, as early as reasonably possible under the circumstances, give written notice to the other Party or (b) to assist the other Party, at its expense, in establishing its rights under this Agreement, including to make such court filings as it may be required to do.

### 9. COVENANTS.

- 9.1. Representation Concerning Intellectual Property. Contractor represents and warrants that sale, licensing or use of any Software, SaaS Solution and Documentation furnished under this Agreement do not and shall not infringe, misappropriate or otherwise violate any Intellectual Property Right.
- 9.2. Compliance with Laws. Contractor shall, in performance of work under this Agreement, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders.

### 10. INTELLECTUAL PROPERTY INDEMNIFICATION.

- 10.1. Third-Party Claim. In the event of any claim by any third party against the Agency that the Software provided under this Agreement infringes upon or violates any Intellectual Property Right, the Agency shall promptly notify the Contractor. The Contractor shall defend such claim, in the Agency's name or its own name, as appropriate, but at the Contractor's expense. The Contractor will indemnify the Agency against all costs, damages, and attorney's fees that accrue as a result of such claim. Such indemnification will be conditional upon the following:
  - a. the Agency will promptly notify the Contractor of the claim in writing; and
  - b. the Agency will allow the Contractor to control, and will cooperate with the Contractor in the defense and any related settlement negotiations, provided that:
    - 1. the Contractor will permit the Agency to participate in the defense and settlement of any such claim, at the Agency's own expense, with counsel of its choosing; and
    - 2. the Contractor shall not enter into or agree to any settlement containing any admission of or stipulation to any guilt, fault, liability or wrongdoing on the part of the Agency, its elected and appointed officials, agents or employees without the Agency's prior written consent.
- 10.2. **Product Subject of Claim**. If the Software developed under this Agreement or any Documentation furnished is likely to or does become the subject of a claim of infringement of an Intellectual Property Right, then the Contractor shall either procure for the Agency the right to continue using the alleged infringing product; or modify the product so that it becomes non-infringing; or replace it with one that is at least functionally equivalent and shall not degrade the operation or performance of the Software, product, or Documentation. If none of the above options may be accomplished within a reasonable time and at commercially reasonable rates or if the use of such product by the Agency shall be prevented by

injunction, the Agency agrees to return the product to the Contractor upon written request. The Contractor shall accept the return from the Agency of the infringing component, along with any other components of any products rendered unusable as a result of the infringing component and as Agency's exclusive remedy, refund the full time and materials price paid to Contractor for such components or any prepaid fees associated with a time period that Agency was prohibited from using the Software.

### 11. LIMITATION OF LIABILITY.

- 11.1. General Limitation. EXCEPT AS PROVIDED IN SECTION 11.2 (EXCEPTIONS). NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN AND TO THE MAXIMUM EXTENT ALLOWED BY LAW, IN NO EVENT WILL CONTRACTOR BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGIES OR SERVICES, COST OF COVER OR PUNITIVE OR EXEMPLARY, OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE SERVICES PERFORMED HEREUNDER, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF AGENCY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, CONTRACTOR WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN DELIVERY OR FURNISHING THE SERVICES. NOTWITHSTANDING ANYTING TO THE CONTRARY SET FORTH HEREIN, CONTRACTOR'S LIABILITY UNDER THIS AGREEMENT WILL NOT, IN ANY EVENT, EXCEED THE FEES ACTUALLY PAID BY AGENCY TO CONTRACTOR (LESS INTERCHANGE AND MERCHANT FEES INCURRED BY CONTRACTOR) PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE OCCURRENCE OF THE BREACH OR DAMAGE.
- 11.2. Exceptions. Contractor's liability for damage or loss caused by injury to persons or tangible property, or related to intellectual property indemnification, is not subject to the limitation on the amount of damages set forth in Section 11.1.

### 12. TERMINATION.

- 12.1. **Termination for Cause**. In addition to any other available remedy, a Party may terminate this Agreement or any Statement of Work, for the other Party's failure to materially perform any of the services, duties, terms, or conditions contained in this Agreement after giving the breaching Party written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.
- 12.2. **Termination for Convenience**. A Party may, by written notice to the other Party, terminate this Agreement, without cause and without incurring liability to Contractor. Agency shall give notice of termination to Contractor at least 90 days before the effective date of termination.

### 13. CONTRACT MANAGERS AND NOTICES

13.1. Contract Manager. Agency's Contract Manager identified below is Agency's single point of contact and shall perform all contract management on Agency's behalf. Written notices, requests, complaints, or any other issues regarding this Agreement should be directed to Agency's Contract Manager and Contractor's Contract Manager, or other designees, as set forth below.

Rina Moore is Agency's Contract Manager PO BOX 2867 Great Falls MT 59403

<u>Fred Sargeson</u> is Contractor's Contract Manager PO Box164 Helena MT 59624 406-788-1720
<a href="mailto:rmoore@cascadecountymt.gov">rmoore@cascadecountymt.gov</a>
With a copy to: chaight@cascadecountymt.gov

406-694-2686 fsargeson@egov.com With a copy to: legal@egov.com

- 13.2. **Notifications**. Agency's Contract Manager and Contractor's Contract Manager may be changed by written notice to the other Party. Written notices, requests, or complaints must first be directed to the liaison. Notice may be provided by personal service, mail, or facsimile. If notice is provided by personal service, email or facsimile, the notice is effective upon receipt during business hours; if notice is provided by mail, the notice is effective within three Business Days of mailing.
- 14. FORCE MAJEURE. Neither Party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming Party, so long as such Party uses its best efforts to remedy such failure or delays. A Party affected by a force majeure condition shall provide written notice to the other Party within a reasonable time of the onset of the condition. A force majeure condition temporarily suspends a Party's obligations under this Agreement during the period when the force majeure condition prevents performance, unless the Parties mutually agree that the obligation is excused because of the condition.
- 15. CHOICE OF LAW, REMEDIES AND VENUE. This Agreement will be governed solely by the laws of the State of Montana. For purposes of litigation concerning this Contract, venue shall be in the Eighth Judicial District in and for the County of Cascade, State of Montana. If there is litigation concerning this Contract, the Parties shall bear their own costs and attorney fees.

### 16. GENERAL CONDITIONS.

- 16.1. **Entire Agreement**. These documents are the entire agreement of the Parties. They supersede all prior agreements, representations, and understandings.
- 16.2. Amendments. Any amendment or modification must be in a written agreement signed by the Parties.
- 16.3. Waiver. Either Party's failure to enforce any obligation, responsibility, or provision of this Agreement is not a waiver of any other obligation or responsibility or of its right to enforce the specific provision or this Agreement in the future, and the Party may exercise appropriate remedies if the breach occurs again.
- 16.4. Survival. The rights and obligations of the Parties which, by their nature must survive termination or expiration of this Agreement in order to achieve its fundamental purposes, include without limitation, the provisions of the following sections: SOFTWARE LICENSES, CONFIDENTIALITY, COVENANTS, INTELLECTUAL PROPERTY INDEMNIFICATION, LIMITATION OF LIABILITY, and CHOICE OF LAW. All such sections shall survive any termination of this Agreement.
- 16.5. Assignment, Transfer, and Subcontracting. Contractor may not assign, transfer, or subcontract any portion of this Agreement without Agency's prior written consent; provided, however, Contractor's affiliates shall be permitted to perform services on behalf of Contractor under this Agreement without the Agency's prior written consent. Contractor is responsible to Agency for the acts and omissions of all affiliates, subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by Contractor, in each case in the performance of this Agreement. No contractual relationships exist between any subcontractor and Agency under this Agreement.

	Severability. A declaration by any court or any other binding legal source that any provision of Agreement is illegal and void shall not affect the legality and enforceability of any other provision of Agreement, unless the provisions are mutually and materially dependent.	
17. <b>E</b>	EXECUTION.	

The Parties through their authorized	agents h	nave executed	this A	greement	on the c	lates set	out be	low.
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Montana Interactive, LLC dba NIC Montana PO Box164 Helena MT 59624 Federal ID #20-0680498 BY: Fred Sargeson, General Manager DATE **BOARD OF COUNTY COMMISSIONERS** CASCADE COUNTY Joe Briggs, Chairman James L. Larson, Commissioner Don Ryan, Commissioner ATTESTED this \_\_\_\_ day of \_\_\_\_\_, 2021 Cascade County Clerk & Recorder \* APPROVED AS TO FORM: Josh Racki, County Attorney DEPUTY COUNTY ATTORNEY

<sup>\*</sup> THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

### SCHEDULE A

### SERVICES

<u>Description of Software Maintenance Services</u>: The following Software (including SaaS Solutions) will be the subject of the Maintenance Services:

Burn Permits – County Burn Permits allows citizens to apply for, pay for, receive, activate, and
renew a burn permit. There is also a County Administrative service that allows approved users to monitor and
manage burn permits including the ability to provide burn permits to citizens, accept payment, activate
permits, set specific parameters for burn days for notification to permit holders/applications, view and print
reports, and map the burn permits using the Google interactive map. There is an automated phone system to
allow citizens to activate their permits by phone.
☐ CCP – Common Checkout Page is a proprietary web-based application that will act as the interface
for the end-user to input certain data, including name, address, and credit card information, necessary to
process a payment.
TPE - TPE® proprietary payment engine will act as the middleware between CCP and the credit
card authorization network to obtain authorization and settlement of funds from the end-user's card issuing
bank.
□ CDB – CDB is a proprietary customer database application that will allow end-user to register for
recurring payments and that will hold the end-user profile for recurring payments.
AccessGov – AccessGov is a self-service digital government platform that enables our partners to
engage citizens through a collection of products designed specifically to bring the most common needs to
market quickly.
Over the Counter – The OTC payment solution is available to government entities wishing to
offer electronic payments. Easy to set up, OTC allows partners to securely accept debit and credit cards, as
well as electronic check (eCheck). Partners can also offer customers a link to allow them to make payments
at their convenience - anytime, 24/7. OTC has rich reporting capabilities and offers direct deposit into a
private bank account.

<u>Customer Support</u>: As part of Maintenance Services, Contractor will provide the help desk described in Section 3.1(a) of the Agreement. Contractor will pass issues beyond the scope of this service to name, telephone number, email address and/or Agency help desk: telephone number, email address

<u>Description of Other Services</u>: [Identify any Professional Services, such as Upgrades to Software, or other services to be provided hereunder.] Additional services may be added from time to time by amending and restating this Schedule A.

<u>Payment Processing Services</u> – Contractor will provide Agency with credit card payment processing services for any credit or debit card with the Visa, Discover, MasterCard or American Express logo. Other branded cards can be accepted by written mutual consent of both Parties. However, Contractor reserves the right to make Fee changes in order to process other cards.

<u>Chargeback Retrieval/Research</u> – A chargeback occurs when an end-user disputes the transaction with their card issuing bank. The card issuing bank will contact Contractor asking for supporting documentation to verify that the transaction was legitimate and processed with the consent of the end-user. Contractor will work with the card issuing bank to resolve chargebacks in a timely manner. Contractor will "net" all Chargeback amounts from future disbursements. However, should Contractor resolve the Chargeback in the Agency's favor, the amount will be

recredited to Agency. In the event that chargeback is upheld in the End User's favor, it is the responsibility of the Agency (rather than Contractor) to pursue the collection on the Chargeback amount from the End User.

<u>Refunds</u> – Contractor understands that from time to time Agency may have to refund end-user the transaction amount. Agency will coordinate with Contractor to verify the refund amount and it will be the responsibility of the Agency to issue refunds to end-users at Agency's discretion. However, due to the potential of large transaction payments, Contractor may ask Agency to remit to Contractor the refund amount, before Contractor issues the refund. In cases where Contractor issues a refund without requesting Agency to remit payment prior to issuing the refund, Contractor will "net" all refunded amounts from future disbursements.

eCheck/ACH Returns/Disputes —Contractor will "net" all refunded amounts from future disbursements, if sufficient funds are available through future disbursements within the same week. If sufficient funds to reimburse refunded amounts are not available through future disbursements within the same week, Agency will promptly reimburse Contractor for such amounts. It is the Agency's responsibility (rather than Contractor) to pursue collection on all ACH returns from the end user.

As Contractor is acting as the Merchant of Record, all funds that are processed through TPE will be deposited into an account owned by Contractor. As settlement of credit card varies by brand and ACH returns vary by applicable bank, Contractor will disburse all settled transactions, net of Fees, Refunds, Chargebacks, and ACH returns, to Agency 72 hours after the close of a Business Day.

Contractor receives funds as an agent of the Agency, and the funds become the property of the Agency immediately upon receipt by Contractor. The Agency shall regard receipt of these funds by Contractor as equivalent for all purposes to receipt of the funds by the Agency directly. In the unlikely event that Contractor fails to disburse the funds to the Agency, the Agency will nevertheless consider itself to have been paid the funds by the user and will not attempt to recover the funds or withhold services from the end user. Nothing in this paragraph prejudices any remedies that the Agency might have against Contractor.

Contractor can provide Payment Service Devices during the term of this Agreement at an additional cost. "Payment Service Devices" means Dynamag swipe readers or FD40 chip and pin readers. Agency will maintain the Payment Service Devices in its possession.

### Assumptions -

Agency will be responsible for providing the online application that will communicate to CCP and transfer to CCP relevant information necessary to process the payment successfully.

Agency will provide a toll-free number to display on end-users credit card statements.

Agency will provide customer service to end-user.

Agency will provide Contractor with any support and supporting documentation that may be needed to process Chargebacks and Refunds.

Agency will work diligently with Contractor to help test and implement the Service in a timely manner.

### SCHEDULE B

### **PRICING**

### Maintenance Fees:

Agency shall pay Contractor a fixed fee in the amount of \$0.00 US dollars per month, paid in advance, for Maintenance Services during the term of the Agreement.

Agency shall pay Contractor a fixed annual Hosting Fee. The annual Hosting Fee is \$1,200 for the Burn Permit database which will be split equally between all participating counties; NIC MT will bill each county annually for their portion.

Agency is responsible for all costs associated with the automated phone system including the \$0.15 per minute in both the development and production environments. Agency shall pay Contractor \$0.15 per minute for both the development and production environments; NIC MT will bill each county monthly.

Time and Materials Rates. Agency shall pay Contractor for time and materials/professional services requested in writing at a blended rate of \$120/hour for services provided which are not covered by the Maintenance Fee or Other Fees.

### Other Fees:

Enhanced Access Fees – Agency shall pay Contractor a fixed fee in the amount of \$2.00 US dollars, per transaction, during the term of the Agreement. Credit/Debit Card, eCheck/ACH, and Registered User's Cash or Check transactions are subject to this transaction fee regardless of the purchase amount. Agencies can elect to pass fees on to the end-users or absorb the fees for billing agency back monthly. NIC Montana remits fees paid by customer minus the fixed transaction fee.

Agency understands that credit card merchant fees, which are included in Enhanced Access Fees, are set outside the control of Contractor. Contractor reserves the right to increase Enhanced Access Fees after providing written notice to Agency.

Annual Increase. Fees may be increased each calendar year following 2021, commencing in 2022, provided ninety (90) days' prior written notice is received by the Agency. The increased Fees may not exceed 5% over the fees as contained in this Agreement applicable to the previous year. The Agency may terminate any Service any time on or before thirty days following receipt of Contractor's written notice of a price increase.

<u>Invoices</u>: Contractor will submit invoices to the email address on file. Invoices for Maintenance Fees will be submitted monthly in advance of the provision of Maintenance Services. Contractor will include its electronic payment instructions on each invoice.

### Agenda Action Report Prepared for the Cascade County Commission

ITEM:

**Budget Appropriation for** 

Task Order 20-07-6-11-008-0 DPHHS Public Health Emergency Preparedness

Amendment Number Two

INITIATED AND PRESENTED BY:

Trisha Gardner, Health Officer

**ACTION REQUESTED:** 

**Approval of Resolution 21-28** 

### **BACKGROUND:**

This resolution is to increase budget authority for PHEP per Contract 20-167, R0399190.

TERM:

August 25, 2020 - June 30, 2024

AMOUNT:

\$ 91,811.84 per year (July 1, 2020 - June 30, 2024)

**RECOMMENDATION:** 

Approval of Resolution 21-28.

### TWO MOTIONS PROVIDED FOR CONSIDERATION:

### **MOTION TO APPROVE:**

Mr. Chair, I move that the Commission **APPROVE** Resolution 21-28 increasing the budget authority in the CCHD PHEP Program, Fund 2963-481, in the amount of \$91811.84 in expenditures offset by grant revenues in the amount of \$91,811.84.

### MOTION TO DISAPPROVE:

Mr. Chair, I move that the Commission **DISAPPROVE** Resolution 21-28 increasing the budget authority in the CCHD PHEP Program, Fund 2963-481, in the amount of \$91811.84 in expenditures offset by grant revenues in the amount of \$91,811.84.

### BEFORE THE BOARD OF COUNTY COMMISSIONERS OF CASCADE COUNTY, MONTANA

IN THE MATTER OF A BUDGET
APPROPRIATION WITHIN CASCADE COUNTY
CITY-COUNTY HEALTH DEPARTMENT PUBLIC HEALTH EMERGENCY PREPAREDNESS

**RESOLUTION 21-28** 

- WHEREAS, the Commission passed Resolution 20-50 Adopting the Final Budget for FY2021 on September 1, 2020 as per MCA 7-6-4020 for all funds including Fund #2963 Public Health Emergency Preparedness Grant (PHEP) Fund; and
- WHEREAS, Cascade County Commissioners approved Contract #20-167, a contract amendment #2 to Task Order 20-07-6-11-008-0 for Public Health Emergency Preparedness (PHEP) to fund an Epidemioligist; and
- WHEREAS, the additional funding of \$91,811.84 was not included in the original budget for Fund 2963 PHEP to provide for the new position in compliance with the contract amendment; and
- WHEREAS, a budget amendment is necessary to increase the expenditures in Fund #2963 by the contracted amount of \$91,812 which is offset by the grant revenues; and
- WHEREAS, pursuant to Section 7-6-4006, M.C.A. 2019, the Board of County Commissioners has the power to appropriate funds within the budget; and
- **NOW, THEREFORE, IT IS HEREBY RESOLVED** by the Board of County Commissioners of Cascade County the appropriation adjustments are to be made as detailed in Attachment A;

Dated this 11th Day of May, 2021.

	BOARD OF COUNTY COMMISSIONERS CASCADE COUNTY, MONTANA
	JOE BRIGGS, CHAIRMAN
	JAMES L. LARSON, COMMISSIONER
	DON RYAN, COMMISSIONER
ATTEST:	
CLERK & RECORDER/AUDITOR	

### REQUEST FOR BUDGET APPROPRIATION

Date:		4/26/2021		_		
То:	Cascade Coun	ty Board of Cor	mmissioners	_ /	Hachne	$u + \Delta$
Program Name:	P	IEP Response		_	Machine	
CFDA#	93.0	069 & 93.354	<u> </u>	_		
Contract #	-			_		
Responsible Department:		CCHD		_		
Prepared by:	Joey McDermand			_		
Please approve the following	budget changes:					
<u>Fund</u>	Dept	Function	Account	Budgeted Amount	Increase (Decrease)	Amended Budget
Expenses   2963	481 - 481	D0100 - D0100 -	100.110	49,143 15,892	61,208 30,604	110,351 46,496
Revenues           Acct #         2963           Acct #         -	481 405 146	-	33.1000	65,035 0 0	91,812 91,812 0 91,812	91,812 0 91,812
Explanation of budget change Amendment #2 Epidemoilogi		tion Specialist				
Changes authorized by:  Department Head Signature Elected Official Signature	or Date	04/26/2	21	Mauffel Officer	amble for	4/28/2021 Date
Trisha Gardno	er			V		

Print Name



**Budget Performance keport** 

Fiscal Year to Date 04/26/21 Include Rollup Account and Rollup to Object

REVENUE  Department 481 - PHEP Preparedness  33  33.1000 Federal Grants	50 118,387.00 0% \$118,387.00 0% \$118,387.00 0% \$118,387.00 0% \$118,387.00
Fund 2963 - Public Health Emergency Prepared REVENUE Department 481 - PHEP Preparedness  33  33.1000 Federal Grants	50 118,387.00 0% \$118,387.00 0% \$118,387.00
Department 481 - PHEP Preparedness  33  33.1000 Federal Grants	50% \$118,387.00 50% \$118,387.00
33.1000 Federal Grants 118,387.00 .00 118,387.00 .00 .00 59,192.00 59,195.00 33 - Totals \$118,387.00 \$0.00 \$118,387.00 \$0.00 \$0.00 \$59,192.00 \$59,195.00	50% \$118,387.00 50% \$118,387.00
33.1000 Federal Grants 118,387.00 .00 118,387.00 .00 .00 59,192.00 59,195.00 33 - Totals \$118,387.00 \$0.00 \$118,387.00 \$0.00 \$0.00 \$59,192.00 \$59,195.00	50% \$118,387.00 50% \$118,387.00
33 - Totals \$118,387.00 \$0.00 \$118,387.00 \$0.00 \$0.00 \$59,192.00 \$59,195.00 \$59,195.00	50% \$118,387.00 50% \$118,387.00
33 - Totals \$118,387.00 \$0.00 \$118,387.00 \$0.00 \$59,192.00 \$59,192.00 \$59,195.00	50% \$118,387.00 50% \$118,387.00
	0% \$118,387.00
Department 481 - PHEP Preparedness Totals \$118,387.00 \$0.00 \$118,387.00 \$0.00 \$59,192.00 \$59,192.00 \$59,195.00	
REVENUE TOTALS \$119.397.00 \$0.00 \$1410.307.00 \$534,132.00 \$534,132.00 \$534,132.00	U% \$118.387.00
EXPENSE \$110,367.00 \$0.00 \$118,387.00 \$0.00 \$59,192.00 \$59,192.00 \$59,195.00	+110/507.00
Department 481 - PHEP Preparedness	
Function D0100 - Public Health - Federal Funds	
100	
100.110 Salaries & Wages 49 143 00 00 40 143 00 1 031 30	102
100.120 Overtime 00 00 00 00 00 00 00 00 00 00 00 00 00	103 81,138.84
100.140 Employer Contributions 15.903.00 15.00	++ 1,832.34
100.145 Employer Contributions- Grants 9.471.00 00 0.471.00	65 25,453.31
100.146 Union Pensions	0 .00
100.150 Salaries & Wages, Grants 30.601.00 00 30.601.00	.00
100 Totals 4104.107.00	0 .00
<b>200</b> \$0.00 \$104,107.00 \$0.00 \$104,107.00 \$2,146.90 \$0.00 \$61,561.29 \$42,545.71	9% \$108,424.49
200.210 Office Supplies 200.00 .00 200.00 .00 130.00 106.81 (36.81)	
200.220 Operating Supplies 500.00 (36.61)	118 31.16
200 - Totals \$700.00 to 00 to 00 to 00	0 45.99
<b>300</b> \$0.00 \$0.00 \$130.00 \$106.81 \$463.19	4% \$77.15
300.311 Postage 50.00 .00 50.00 .00 .00 50.00	0 000
300.320 Printing & Typing	0 8.26
300.341 Flectric 400.00	0 1,840.40
300.342 Water & Sewer 120.00	18 323.70
300.343 Telephone 240.00 20 240.00 77.39	36 129.27
300.344 Heating Fuel 120.00 122.72 (462.72)	301 1,234.97
300.348 Cell Phone Costs	64 130.11
300.350 Professional Services 00 00 00 00 00 00 00 00 00 00 00 00 00	88 1,391.21
300.370 Travel 5.001.00 00 5.001.00 00 1.00 1.00 1.00	++ 31.96
300.374 Mileage County Vehicles 20.00 20.00 174.75	-8 4,253.70
300.380 Training Services 5.000.00 171.76 (151.76)	359 15.08
300.390 Other Purchased Services 150.00 00 150.00 7,320.00	10 .00
300 - Totals \$12,241,00 to 00	24 158.37
<b>500</b> \$13,341.00 \$0.00 \$13,341.00 \$964.14 \$0.00 \$1,776.69 \$11,564.31 1	\$9,517.03
500.530 Rental	0 255 :-
FOO - Totals 6200.00 to 00 to	0 257.42
Function D0100 - Public Health - Fodoral Funds Totals 6119 449 00 5000 5000 5000 \$0.00 \$0.00 \$0.00	0% \$257.42 4% \$118.276.09
\$54,873.21	\$118,276.09



### **Budget Performance Report**

Fiscal Year to Date 04/26/21 Include Rollup Account and Rollup to Object

2000		Adopted	Budget	Amended	Current Month	YTD	YTD	Budget - YTD	% Used/	
Account	Account Description	Budget	Amendments	Budget	Transactions	Encumbrances	Transactions	Transactions	Rec'd	Prior Year Total
Fund 2963	- Public Health Emergency Prepared									
<b>EXPENSE</b>										
Depart	ment 481 - PHEP Preparedness									
Fund	tion D0199 - Public Health- Excess Carryover									
300						100				
300.341	Electric	.00	.00	.00	.00	.00	.00	.00	+++	173.68
300.343	Telephone	.00	.00	.00	.00	.00	.00	.00	+++	85.00
300.348	Cell Phone Costs	1,200.00	.00	1,200.00	.00	.00	.00	1,200.00	0	.00
300.350	Professional Services	51,193.00	.00	51,193.00	.00	.00	.00	51,193.00	0	.00
300.361	Building Repairs	.00	.00	.00	.00	.00	.00	.00	+++	139.38
300.374	Mileage County Vehicles	1,200.00	.00	1,200.00	.00	.00	.00	1,200.00	0	.00
	<b>300 -</b> Totals	\$53,593.00	\$0.00	\$53,593.00	\$0.00	\$0.00	\$0.00	\$53,593.00	0%	\$398.06
900										
900.940	Machinery & Equipment	.00	.00	.00	.00	.00	.00	.00	+++	10,175.80
	900 - Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$10,175.80
Fun	ction D0199 - Public Health- Excess Carryover Totals	\$53,593.00	\$0.00	\$53,593.00	\$0.00	\$0.00	\$0.00	\$53,593.00	0%	\$10,573.86
	Department 481 - PHEP Preparedness Totals	\$172,041.00	\$0.00	\$172,041.00	\$3,111.04	\$130.00	\$63,444.79	\$108,466.21	37%	\$128,849.95
	EXPENSE TOTALS	\$172,041.00	\$0.00	\$172,041.00	\$3,111.04	\$130.00	\$63,444.79	\$108,466.21	37%	\$128,849.95
F	und 2963 - Public Health Emergency Prepared Totals									
	REVENUE TOTALS	118,387.00	.00	118,387.00	.00	.00	59,192.00	59,195.00	50%	118,387.00
	EXPENSE TOTALS	172,041.00	.00	172,041.00	3,111.04	130.00	63,444.79	108,466.21	37%	128,849.95
F	und 2963 - Public Health Emergency Prepared Totals	(\$53,654.00)	\$0.00	(\$53,654.00)	(\$3,111.04)	(\$130.00)	(\$4,252.79)	(\$49,271.21)		(\$10,462.95)
	Grand Totals									
	REVENUE TOTALS	118,387.00	.00	118,387.00	.00	.00	59,192.00	59,195.00	50%	118,387.00
	EXPENSE TOTALS	172,041.00	.00	172,041.00	3,111.04	130.00	63,444.79	108,466.21	37%	128,849.95
	Grand Totals	(\$53,654.00)	\$0.00	(\$53,654.00)	(\$3,111.04)	(\$130.00)	(\$4,252.79)	(\$49,271.21)		(\$10,462.95)
		00 * (\$100 to 15 to 10 t								

### TASK ORDER AMENDMENT NUMBER TWO TASK ORDER FOR PHEP (Public Health Emergency Preparedness) TASK ORDER NUMBER 20-07-6-11-008-0

This TASK ORDER AMENDMENT is to amend the above-referenced contract between the Montana Department of Public Health and Human Services, (the "Department"), whose contact information is as follows: 1400 Broadway St. Room C202, Helena, MT, 59620-2951, Phone Number (406) 444-1611, Fax Number (406) 444-3044, and Cascade County, ("Contractor"), whose contact information is as follows: Federal Tax ID 81-6001343, 115 4th St. S., Great Falls, MT 59401, Phone Number (406) 761-9899, Fax Number (406) 791-9284, respectively (collectively, the "Parties").

Effective August 25, 2020 this Task Order is amended as follows. Existing language has been struck; amended language underlined.

SECTION 3: SERVICES TO BE PROVIDED, will be amended as follows:

- A. The Contractor shall provide the following services:
  - 1) through 4) Remain the same.
  - 5) Ensure adequate staffing to complete all services and deliverables required in this Task Order. The Department recommends staffing specifically dedicated to execution of this Task Order, at the following levels: .5 FTE for jurisdictions with populations of 5,000 or less; .5 to 1.0 FTE for jurisdictions with populations of 5,000 to 20,000, and 1.0 to 2.0 FTE for jurisdictions with populations of 20,000 or more.

Additional financial support enabling each county and tribal health jurisdiction (LHJ) to hire one FTE using the funding listed in Section 5. This additional funding will be available for year 2 (2020 – 2021 and 3 (2021 – 2022). If the LHJ chooses not to hire the additional FTE, the funding will be reduced to the normal PHEP funding. If the LHJ proceeds with hiring this additional FTE, the LHJ must meet one of the following requirements:

For LHJs employing a full-time health officer as the administrator, support for 1.0 FTE will be provided for a Communicable Disease Epidemiologist Jurisdictions not employing a full-time health officer as administrator, will receive support for 1.0 FTE to support either a Disease Intervention Specialist or, in those jurisdictions who do not currently employ a full-time sanitarian, a Registered Sanitarian. The Department will provide sample job descriptions for each of the positions listed.

The funding for the communicable disease epidemiologist and the disease intervention specialist, is \$91,811.84, which includes annual

### Agenda Action Report Prepared for the Cascade County Commission

ITEM:

Task Order 22-07-4-31-106-0

**DPHHS Contract** 

**Immunization Program** 

INITIATED AND PRESENTED BY:

Trisha Gardner, Health Officer

**ACTION REQUESTED:** 

Approval of Contract #21-66

### **BACKGROUND:**

The purpose of this Task Order is to reduce the burden of vaccine preventable disease within the Contractor's service areas by ensuring the oversight and provision of immunization services for children, adolescents, and adults.

TERM:

July 1, 2021 – June 30, 2022

AMOUNT:

\$33,113.00

**RECOMMENDATION:** 

Approval of Contract #21-66.

### TWO MOTIONS PROVIDED FOR CONSIDERATION:

### **MOTION TO APPROVE:**

Mr. Chair, I move that the Commission APPROVE Contract #21-66, Task Order 22-07-4-31-106, DPHHS Contract Immunization Program.

### MOTION TO DISAPPROVE:

Mr. Chair, I move that the Commission **DISAPPROVE** Contract #21-66, Task Order 22-07-4-31-106, DPHHS Contract Immunization Program.



### Public Health and Safety Division AD-59 – Contract Summary

Contract Information					
Contract #:	22-07-4-31-106-0	Vendor Name:	Cascade County Treasurer		
Amendment #:		Address:	115 4th St S		
Program Name:	Immunization	City, State, Zip:	Great Falls MT 59401		
PHSD Liaison:	Annie Rechlin	Contractor Liaison:	Lenore Harris		
Contract Dates:	07/01/2021-06/30/2022	Phone Number:	406-454-6950		
Renewals Remaining:		Federal ID:	81-6001343		
RFP #:		Provider ID (AWACS):	00148		
RFP End Date:		Address Code (AWACS):	A		
API#:	2107092	Vendor DUNS#:			
Purpose:			ase within the contractor's service munization services for children,		

Required Fields		Staff Required for Review Round		
Category Code:	Professional Services	Program:	Immunization	
Commodity Code:	2618	Section Supervisor:	Annie Rechlin	
Agency Contact 1:	CDCPB	Bureau Chief:	Bekki Wehner	
Agency Contact 2:	ĺΙΖ	Bureau Financial Specialist:	Anthony Littlewhirlwind	
		FOSSB Financial Specialist:	Sarah Mohrmann	
		FOSSB Contracts Officer:	Kim Venetz	

Budget					
CFDA#/ Funding	Speedchart	Account	Amount	Fund	
93.268	PCAC1	66257	12,839.00	03936	
93.268	PCAD1	66257	5,207.00	-	
93.268	PCAT1	66257	4,101.00	-	
State	PCHPS	66147	10,966.00	02987	
		Total Contract Amount:	33,113.00		

Funding					
Funding Type	Original Amount	Adjustment (+ or -)	Total/Revised Amount		
General Fund (01100)					
State (02xxx)	10,966.00		10,966.00		
Federal (03xxx)	22,147.00		22,147.00		
Private (08xxx)			22,247.00		
Other					
Totals:	33,113.00		33,113.00		

### TASK ORDER NUMBER 22-07-4-31-106-0

# TO THE MASTER CONTRACT EFFECTIVE JULY 1, 2019 TO JUNE 30, 2026 BETWEEN THE STATE OF MONTANA, DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES AND CASCADE COUNTY

### Immunization Program

### SECTION 1. PARTIES

This Task Order is entered into between the Montana Department of Public Health and Human Services, ("Department"), P.O. Box 4210, Helena, Montana, 59620, Phone Number (406) 444-5623, Fax Number (406) 444-1970, and Cascade ("Contractor"), Federal ID Number 81-6001343 and 115 4<sup>th</sup> St S, Great Falls, MT 59401.

### THE DEPARTMENT AND CONTRACTOR AGREE AS FOLLOWS:

### SECTION 2. PURPOSE

The purpose of this Task Order is to reduce the burden of vaccine preventable disease within the Contractor's service area by ensuring the oversight and provision of immunization services for children, adolescents, and adults.

### SECTION 3. TERM OF TASK ORDER

- A. The term of this Task Order for the purpose of delivery of services is from 07/01/2021 through 06/30/2022.
- B. Each Party, after expiration or termination of this Task Order, remain subject to and obligated to comply with all legal and continuing contractual obligations arising in relation to its duties and responsibilities that may arise under the Task Order including, but not limited to, record retention, audits, indemnification, insurance, the protection of confidential information, and property ownership and use.

### SECTION 4. SERVICES TO BE PROVIDED AND SCOPE OF WORK

- A. The Contractor agrees to provide the following services:
  - Provide and/or coordinate the delivery of immunization services, when requested, to children, adolescents, and adults per standing orders/facility medical protocol.
    - a) Report quarter 1, on the Clinic Information form, (Attachment A) when your immunization clinic is available to provide vaccines. Include the day(s) of the week and times immunization clinics are offered and if your clinic allows for walk-ins. Provide a description of any off-site clinics your jurisdiction may hold throughout the year for the public, for example, school or influenza clinics.

- 2) Obtain and maintain staff proficiency in the imMTrax application by:
  - a) Updating and maintaining immunization records in the statewide Immunization Information System (IIS), imMTrax.
  - b) Ensuring all employees requiring imMTrax access complete the appropriate Access Request forms and agreements.
  - Ensuring all employees requiring imMTrax access complete training/updates applicable to their user role. DPHHS offers training throughout the year through a variety of media including in-person trainings and webinars
  - d) Ensuring a minimum of one employee is trained in and obtains an imMTrax access level that includes the ability to merge client records
  - e) Providing accurate and timely documentation of staffing changes resulting in imMTrax user deletion or adjustments in user role as outlined in imMTrax IIS Memorandum of Agreement.
- 3) Assess immunization records for required vaccinations for children enrolled in a licensed child care facility and notify child care providers of children enrolled without proper documentation of immunizations as outlined in A.R.M. 37.95.140.
  - a) Child care facility reviews should be conducted on-site, at a minimum of 60% of all facilities (jurisdictions with 150 or more total facilities, should visit 50% of all child cares) including 100% of licensed child care centers. If a facility is not 100% compliant, reviewer will implement follow-up procedure. Facilities not assessed in the year previous, should be assessed in this contract year. Completed reviews are to be submitted to DPHHS within 10 working days of completion via the online child care reporting system.
- 4) Review incoming School Immunization Status Surveys submitted in accordance with ARM 37.114.720 and assess for any inconsistencies or obvious data entry errors. Work with the Montana Immunization Program and/or schools to resolve data issues, as appropriate.
- 5) Collaborate with your local Women, Infants and Children Program (WIC) throughout the contract period to ensure WIC clients are up to date with Advisory Committee on Immunization Practices (ACIP) recommended vaccinations.

Suggested activities may include, but are not limited to:

- a) Checking the immunization status of children prior to the WIC visit;
- b) Providing immunization services and/or recall/reminder notices for the parents.

Report quarterly, on the WIC Collaboration Form (Attachment B), describing how your county collaborates with the WIC program in your area during first quarter or if it changes throughout the year. Each quarter please provide us with the total number of WIC clients assessed, total number of records reviewed, how many were up-to-date, how many were not up-to-date, how many of those you immunized with that quarter, total of records not available, and any highlights that your county is doing currently.

6) Select at least one quality improvement project from the list of strategies that is specific to your clinic to increase child and/or adolescent immunization coverage rates based on data provided by the Montana Immunization Program. The strategy selected should be something new or an enhancement of an existing strategy. After selecting a strategy, develop a plan to implement the strategy.

### Strategies include:

- a) Schedule the next visit before the patient leaves the office:
  - Examples: Provide appointment cards before the patients leave the office.
     If your health department is a walk-in only clinic, provide information on when the next appointment should be relative to when you are open.
- b) Leverage IIS functionality to improve immunization practice;
  - ii. Examples: Use the imMTrax Coverage Rate Report to monitor vaccination coverage and develop strategies to maintain or improve coverage rates. Use the imMTrax Reminder/Recall functionality to remind and recall patients.
- Give a strong vaccine recommendation;
  - Example: Give a strong HPV vaccine recommendation in conjunction with Tdap, meningococcal, and influenza vaccines.
- d) Custom quality improvement activity, developed by the county, to improve child and/or adolescent immunizations for their patients.

Report quarterly, on the Quality Improvement Form (Attachment C), what quality improvement project has been selected from the list of strategies; summarize the strategy's current status: summarize existing gaps/limitations and opportunities for improvement; describe action items/develop a plan for the QI strategy.

7) Develop partnerships in your jurisdiction through education and outreach to clinics and the public.

Examples may include, but are not limited to:

- Offer the education program created and provided by the Montana Immunization Program;
- Offer vaccines at non-routine immunization clinics such as clinics at schools or sports physicals;
- Collaborate with private clinics, other public health programs, community-based organizations, and other stakeholders to promote immunizations in your jurisdiction;
  - Collaborate with cancer prevention partners to promote HPV vaccination;
  - Collaborate with other immunization clinics in your jurisdiction to provide immunization education materials for pregnant women and their infants.
- d) Partner in your community to offer incentives within your jurisdiction

Report quarterly, on the Promote Partnerships and Vaccination Services Form (Attachment D) what activities were implemented and include information on how many people attended trainings, meetings, and/or how many were vaccinated.

8) Collaborate with local Public Health Emergency Preparedness (PHEP) program personnel, as appropriate, to improve and maintain community preparedness for influenza and other vaccine preventable disease pandemic responses by:

- Collaborating with PHEP partners to assist in the completion of immunization specific deliverables as described in the PHEP contract
  - IZ1 Report the number of off-site influenza clinics conducted and doses of influenza administered. Due quarterly.
  - IZ2 Provide a list of influenza vaccine partner meetings, planning meetings, or influenza messaging activities. If promotional materials were used, indicate types used. Due quarterly.
  - iii. IZ3- Complete the Checklist for Best Practices for Vaccination Clinics Held at Satellite, Temporary, or Off-Site Locations for one off-site influenza clinic. Due quarter two.
  - IZ4- Collect and report vaccination population groups during one off-site influenza clinic. Due quarter two.
- b) Maintain a list of all complementary immunization providers (pharmacies).

Report Quarter Four, on the Complementary Immunization Providers (Attachment E)

- 9) Upload all Immunization Action Plan (IAP) attachments to the correct folder in the IAP Quarterly Deliverables Library through a web application made available by DPHHS within 15 days after the end of each quarter.
- B. The Department agrees to do the following:
  - Provide allocation of funds based upon the required activities.
  - 2) Provide Contractor training, technical assistance, and help desk support for imMTrax.
  - Provide to the Contractor, via website and/or secure means:
    - a) Lists of childcare facilities:
    - b) Childcare review form worksheet;
    - c) List of WIC clinic:
    - d) List of VFC clinics:
    - e) Reports regarding the immunization status of children in your county and/or seen at your clinic.
  - 4) On a quarterly basis, reimburse the Contractor for expenditures up to the limit of this Task Order for immunization activities described above, once activities have been submitted by the contractor and reviewed by DPHHS.
  - Provide guidelines, templates, formats and requirement criteria for each activity required. Forms and templates will be available through a web application provided by DPHHS.
  - Provide training and technical assistance on immunization practices through a variety of training resources.
  - Communicate regularly with the Contractor through monthly conference calls, telephone, e-mail and fax as necessary to enable the Contractor to complete Task Order requirements.
  - 8) To the extent resources and time allow, provide on-site technical assistance concerning immunization services.

# SECTION 5. CONSIDERATION, PAYMENTS, AND PROGRESS PAYMENTS

A. In consideration of the services provided through this Task Order, the Department will pay the Contractor a total of \$33,113.00 as follows:

- Quarterly payments, for 25% of the total contract award, will be made upon receipt of completed progress reports indicating completion of all activities listed in SECTION 2.
- B. All invoices must be received by the Department no later than 15 days following the Task Order end date of 06/30/2022. Invoices received after 60 days will not be paid by the Department.
- C. The completion date of performance for purposes of issuance of final payment for services is the date upon which the Contractor submits to the Department such final reports as are required under this Task Order and are satisfactory in form and content as determined by the Department.

#### SECTION 6. SOURCE OF FUNDS AND FUNDING CONDITIONS

- A. The sources of the funding for this Task Order are \$33113.00 from the Centers for Disease Control and Prevention of the U.S. Department of Health and Human Services and State Special Revenue
- B. The Contractor agrees to refrain from using funds received from the Department pursuant to this task order to purchase vaccine or equipment or for construction, fund raising, or lobbying.
- C. The Contractor agrees to refrain from using the funds received from the Department under this task order to supplant local resources or funds being spent for immunization services, including personnel support.
- D. The Contractor agrees to submit to the Department a quarterly progress report describing the activities required above no later than 15 days after the end of the quarter for which funding under this Task Order is available. Each report must cover the activities conducted during the specified three-month period. The forms for the IAP Quarterly Progress Report 2021-2022 were supplied in the IAP contract packet.
- E. The Contractor will ensure that any program income accruing to the Contractor from activities funded, in whole or in part, under this agreement is used in accordance with the requirements of 45 CFR Section 74.24.

#### SECTION 7. TERMINATION

Either party may terminate this Task Order in accordance with the Master Contract.

#### SECTION 8. LIAISON AND SERVICE OF NOTICES

A. Annie Rechlin, or their successor, will be the liaison for the Department. Contact information is as follows:

Annie Rechlin DPHHS Immunization Program P O BOX 202951 Helena, MT 59601 Phone Number (406) 444-7089 Fax Number (406) 444-2920 Annie.rechlin@mt.gov Bowen Trystianson, or their successor, will be the liaison for the Contractor. Contact information is as follows:

Bowen Trystianson
Cascade County
115 4<sup>th</sup> St S
Great Falls MT 59401
Phone Number (406) 454-6950
Fax Number (406) 791-9284
btrystianson@casecadecountymt.gov

These above referenced liaisons serve as the primary contacts between the parties regarding the performance of this Task Order. The State's liaison and Contractor's liaison may be changed by written notice to the other party.

B. Written notices, reports and other information required to be exchanged between the parties must be directed to the liaison at the parties' addresses set out in this Task Order.

#### **SECTION 9. FEDERAL REQUIREMENTS**

The Contractor agrees that they will comply with all federal statutes and regulations in providing services and receiving compensation under this Task Order. The Contractor acknowledges that there are certain federal statutes and reporting requirements that must be followed whenever certain federal funds are used. It is the Contractor's responsibility to comply with all federal laws and reporting requirements.

#### SECTION 10. DEPARTMENT GUIDANCE

The Contractor may request from the Department guidance in administrative and programmatic matters that are necessary to the Contractor's performance. The Department may provide such guidance as it determines is appropriate. Guidance may include providing copies of regulations, statutes, standards and policies that are to be complied with under this Task Order. The Department may supply essential interpretations of such materials and this Task Order to assist with compliance by the Contractor. The Contractor is not relieved by a request for guidance of any obligation to meet the requirements of this Task Order. Legal services will not be provided by the Department to the Contractor in any matters relating to the Task Order's performance under this Task Order.

### SECTION 11. INFORMAL DISPUTE RESOLUTION PROCEDURES

In addition to the Choice of Law and Remedies in the Master Contract, the Contractor may provide written request for resolution about any disagreement about the Task Order to the Branch Manager, Laura Smith, Phone Number (406) 444-3564, Fax Number (406) 444-1970, Laura Smith@mt.gov with a copy to Director Adam Meier, Phone Number (406) 444-5623, Fax Number (406) 444-1970, Adam.Meier@mt.gov

### SECTION 12. PUBLIC INFORMATION AND DISCLAIMERS

- A. The Contractor may not access or use personal, confidential, or privileged information obtained through the Department, its agents and contractors, unless the Contractor does so:
  - in conformity with governing legal authorities and policies;

- with the permission of the persons or entities from whom the information is to be obtained;
- 3. with the review and approval by the Department prior to use, publication or release.

Privileged information includes information and data the Department, its agents and contractors produce, compile or receive for state and local contractual efforts, including those local and state programs with which the Department contracts to engage in activities related to the purposes of this Task Order.

- B. The Contractor may not use monies under this Task Order to pay for media, publicity or advertising that in any way associates the services or performance of the Contractor or the Department under this Task Order with any specific political agenda, political party, a candidate for public office, or any matter to be voted upon by the public. Media includes but is not limited to commercial and noncommercial print, verbal and electronic media.
- C. The Contractor must inform any people to whom it provides consultation or training services under this Task Order that any opinions expressed do not necessarily represent the position of the Department. When using non-federal funds from this Task Order, all public notices, information pamphlets, press releases, research reports, posters, public service announcements, web sites and similar modes of presenting public information pertaining to the services and activities funded with this Task Order prepared and released by the Contractor must include the statement:

"This project is funded in whole or in part under a Contract with the Montana Department of Public Health and Human Services. The statements herein do not necessarily reflect the opinion of the Department."

D. The Contractor must state the percentage and the monetary amount of the total program or project costs of this Task Order funded with (a) federal monies and (b) non-federal monies in all statements, press releases, and other documents or media pieces made available to the public describing the services provided through this Task Order.

"For contracts funded in whole or part with federally appropriated monies received through programs administered by the U.S. Department of Health & Human Services, Education or Labor. Section 503 of H.R. 3288, "Consolidated Appropriations Act, Division D, Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act, 2010", Pub. L. No. 111-117, and in H.R. 1473, "Department" Of Defense And Full-Year Continuing Appropriations Act, 2011", Title I – General Provisions, Sec. 1101, Pub. L. 112-10, and as may be provided by congressional continuing resolutions or further budgetary enactments."

E. When using federal funds from this Task Order, all public notices, information pamphlets, press releases, research reports, posters, public service announcements, web sites and similar modes of presenting public information pertaining to the services and activities funded with this Task Order prepared and released by the Contractor must include the following statement or its equivalent and must be approved by the Department liaison, prior to use, publication and release.

"This project is funded in part **AND/OR** in whole by grant number(s) CFDA# 93.268 from the Centers for Disease Control and Prevention of the U.S. Department of Health and Human Services and from the Montana Department of Public Health and Human Services. The contents

herein do not necessarily reflect the official views and policies of the U.S. Department of Health and Human Services or the Montana Department of Public Health and Human Services."

F. Before the Contractor uses, publishes, releases or distributes them to the public or to local and state programs, the Department must review and approve all products, materials, documents, publications, press releases and media pieces (in any form, including electronic) the Contractor or its agents produce with task order monies to describe and promote services provided through this Task Order.

#### SECTION 13. SCOPE OF TASK ORDER

This Task Order consists of 9 numbered pages and the following Attachments:

Attachment A: Clinic Information Worksheet
Attachment B: WIC Collaboration Form
Attachment C: Quality Improvement Form

Attachment D: Promote Partnerships and Vaccination Services Form

Attachment E: Complementary Immunization Providers

All of the provisions of the Master Contract are incorporated into and are controlling as to this Task Order. In the case of a material conflict, a dispute, or confusing language between this Task Order and Master Contract the Master Contract shall control. This Task Order does not stand alone. If Master Contract lapses, so does this Task Order. The original Task Order will be retained by the Department. A copy of the original has the same force and effect for all purposes as the original. This is the entire Task Order between the parties.

#### SECTION 14. AUTHORITY TO EXECUTE

Each of the parties represents and warrants that this Task Order is entered into and executed by the person so authorized to bind the party to the provisions of this Task Order and the Master Contract.

IN WITNESS THEREOF, the parties through their authorized agents have executed this Task Order on the dates set out below:

### MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

	Date:
Jim Murphy, Administrator	
Department of Public Health & F	Human Services
Communicable Disease & Labo	ratory Services Division
1400 Broadway C202	attery convioce bivision
Helena MT 59620-2951	
(406) 444-0273	

CASC	ADE COUNTY	
Ву:	Joe Briggs, Chairman	Date
Ву:	James L. Larson, Commissione	Date:
By	Don Ryan, Commissioner	Date:
ATTE	ST	
	s day of, 2021, I here ames Larson, and Don Ryan, Ca	by attest the above-written signatures of Joe Briggs, scade County Commissioners.
		Rina Fontana Moore, Clerk & Recorder
	ROVED AS TO FORM: Racki, County Attorney	
	DEPUTY COUNTY ATTORNEY	

<sup>\*</sup>THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.



#### Clinic Information Form Attachment A

Provide when your immunization clithe week and times immunization cl  Days of the week Vac	nic is available to provid	
the week and times immunization of	nic is available to provid	
Days of the week Vac	inics are offered and if y	le vaccines. Include the day(s) of your clinic allows for walk-ins.
	cination Clinic Hours	Type of services offered
		Walk-in only
		Appointment only
		Both walk-in and appointments
Provide a description of any off-site of the public, for example at schools or	dinics your jurisdiction r during influenza season	may hold throughout the year to 1.
School based class; conducted in October Influenza drive up classic in November School classics trace a veer		



# WIC Collaboration Attachment B

IAP Contract Language Section 2.A.5: Collaborate with your local Women, Infants and Children Program (WIC) throughout the contract period to ensure WIC clients are up to date with Advisory Committee on Immunization Practices (ACIP) recommended vaccinations. Suggested activities may <u>include, but</u> are not limited to: Checking the immunization status of children prior to the WIC visit; providing immunization services and/or recall/reminder notices for the parents.

prior to the WiC parents.	visit; providing i	mmunization s	ervices and/or r	ecall/reminder i	notices for the	
County Name:						
Provide a narrative describing how your county collaborates with the WIC program in your area during first quarter or if it changes throughout the year. Each quarter please provide us with the total of WIC patients assessed, total number of records reviewed, how many were up-to-late, how many were not up-to-date, how many of those you immunized with that quarter, now many records not available, and any highlights that your county is doing currently.  My County Does Not Provide WIC Services and this is provided by						
Quarter 1, Qu	Quarter 1, Quarter 2, Quarter 3, Quarter 4					
# of WIC patients assessed	# of Records Reviewed	# Up-to- Date	# NOT un-to-date	# Immunized in the Qtr.	# of Records not available	



#### **Quality Improvement Form**

#### Attachment C

IAP Contract Language Section 2.A.6: Select at least one quality improvement project from the list of strategies that is specific to your clinic to increase child and/or adolescent immunization coverage rates based on data provided by the Montana Immunization Program. The strategy selected should be something new or an enhancement of an existing strategy. After selecting a strategy, develop a plan to implement the strategy. Strategies include: Schedule the next visit before the patient leaves the office; Examples: Provide appointment cards before the patients leave the office. If your health department is a walk-in only clinic, provide information on when the next appointment should be relative to when you are open. Leverage IIS functionality to improve immunization practice; Examples: Use the imMTrax Coverage Rate Report to monitor vaccination coverage and develop strategies to maintain or improve coverage rates. Use the imMTrax Reminder/Recall functionality to remind and recall patients. Give a strong HPV vaccine recommendation; Example: Give a strong HPV vaccine recommendation in conjunction with Tdap, meningococcal, and influenza vaccines Custom quality improvement activity, developed by the county, to improve child and/or adolescent immunizations for their patients.

County Name:	
project has been selected from the list of str	ent Form (Attachment C), what quality improvement rategies, summarize the strategy's current status: portunities for improvement; describe action
QI Strategy	
Summarize this strategy's current implementation status	
Summarize existing gaps/limitations and opportunities for improvement in the current implementation of this strategy	
Describe action items for this strategy/develop a plan (i.e., implementation/improvement steps) Short bullets recommended.  • Brief description of task [assigned staff; target date]	



# Promote Partnerships and Vaccination Services Attachment D

IAP Contract Language Section 2.A.7: Develop partnerships in your jurisdiction through education and outreach to clinics and the public. Examples may include, but are not limited to: Offer the education program created and provided by the Montana Immunization Program; Offer vaccines at non-routine immunization clinics such as clinics at schools or sports physicals; Collaborate with private clinics, other public health programs, community-based organizations, and other stakeholders to promote immunizations in your jurisdiction; Collaborate with cancer prevention partners to promote HPV vaccination; Collaborate with other immunization clinics in your jurisdiction to provide immunization education materials for pregnant women and their

your jurisdiction to provide immunization education materials for pregnant women and their infants. Partner in your community to offer incentives within your jurisdiction.				
County Name:				
Report quarterly, on the Promote Partnerships and Vaccination Services Form (Attachment D) what activities were implemented and include information on how many people attended trainings, meetings, and/or how many were vaccinated.				
Quarter 1				
Quarter 2				
Quarter 3				
Quarter 4				

### ATTACHMENT E To Task Order No. 22-07-4-31-106-0



# Complementary ImmunizationProviders Attachment E

#### Check here if there are no pharmacies in your county

Name of Pharmacy	Point of Contact	Phone #	Address	Type of Pharmacy	Does the pharmacy offer flu vaccination?	Additiona Comments
EXAMPLE	JOHN DOE	444-444-444	1234 Main Street	Chain, Supermarket, Mass Merchant, or Independent	Yes, No, Unknown	
				+	1414	
					****	
				****		
				****	2-4-4-4	
					27.44	
					440 d = 0	
				****	****	
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# Agenda Action Report Prepared for the Cascade County Commission

ITEM: Task Order 21-07-4-31-106-0

DPHHS Contract Immunization Program Amendment Number Two

INITIATED AND PRESENTED BY: Trisha Gardner, Health Officer

ACTION REQUESTED: Approval of Contract #21-67

#### BACKGROUND:

The purpose of the original agreement is to reduce the burden of vaccine preventable disease within the Contractor's service area by ensuring the oversight and provision of immunization services for children, adolescents, and adults.

- Amendment Number One provided additional funding for COVID-19 Vaccination planning.
- The purpose of Amendment Number Two is to provide additional funding to local health jurisdictions to participate in COVID-19 vaccination planning.

**TERM:** April 29, 2021 – June 30, 2021

**AMOUNT:** \$257,289.00

(an increase of \$196.735.00 from Amendment Number One)

**RECOMMENDATION:** Approval of Contract #21-67.

#### TWO MOTIONS PROVIDED FOR CONSIDERATION:

#### MOTION TO APPROVE:

Mr. Chair, I move that the Commission APPROVE Contract #21-67,

Task Order 21-07-4-31-106-0, DPHHS Contract Immunization Program Amendment Number Two.

#### MOTION TO DISAPPROVE:

Mr. Chair, I move that the Commission DISAPPROVE Contract #21-67,

Task Order 21-07-4-31-106-0, DPHHS Contract Immunization Program Amendment Number Two.



#### Public Health and Safety Division AD-59 – Contract Summary

	Contra	act Information	
Contract #:	21-07-4-31-106-0	Vendor Name:	Cascade County Treasurer
Amendment #:	2	Address:	115 4th St S
Program Name:	Immunization	City, State, Zip:	Great Falls MT 59401
PHSD Liaison:	Annie Rechlin	Contractor Liaison:	Lenore Harris
Contract Dates:	07/01/2020-06/30/2021	Phone Number:	406-454-6950
Renewals Remaining:		Federal ID:	81-6001343
RFP #:		Provider ID (AWACS):	00148
RFP End Date:			A
API#:	2107103	Vendor DUNS#:	
Purpose:	To provide additional funding to local health jurisdiction to participate in COVID-19 vaccination planning.		

Req	uired Fields	Staff Required for	or Review Round
Category Code:	Professional Services	Program:	Immunization
Commodity Code:	2618	Section Supervisor:	Annie Rechlin
Agency Contact 1:	CDCPB	Bureau Chief:	Bekki Wehner
Agency Contact 2:	[IZ	Bureau Financial Specialist:	Anthony Littlewhirlwind
		FOSSB Financial Specialist:	Sarah Mohrmann
		FOSSB Contracts Officer:	Kim Venetz

		Budget		
CFDA#/ Funding	Speedchart	Account	Amount	Fund
93.268	PCALO	66257	196,735.00	30763
		Total Contract Amount:	196,735.00	

Funding Type	Original Amount	Adjustment (+ or -)	Total/Revised Amount	
General Fund (01100)				
State (02xxx)	10,966.00		10,966.00	
Federal (03xxx)	49,588.00	196,735.00	246,323.00	
Private (08xxx)				
Other				the same of the sa
Totals:	60,554.00	196,735.00	257,289.00	

Rev: 01/22/19

# TASK ORDER AMENDMENT NUMBER TWO TASK ORDER FOR COVID IMMUNZIATION SERVICES TASK ORDER NUMBER 21-07-4-31-106-0

This Task Order Amendment is entered into between the Montana Department of Public Health and Human Services, ("Department"), P.O. Box 4210, Helena, Montana, 59620, Phone Number (406) 444-5623, Fax Number (406) 444-1970, and CASCADE COUNTY HEALTH DEPARTMENT ("Contractor"), Federal ID Number 81-6001343 and 115 4<sup>TH</sup> ST S, GREAT FALLS, MT 59401.

Effective April 29, 2021 this Task Order is amended as follows. Existing language has been struck; amended language underlined.

SECTION 2, SERVICES TO BE PROVIDED, will be amended as follows:

- A. The Contractor shall:
- 1) through 9) Remain the same
- To provide additional funding to local health jurisdiction to participate in COVID-19 vaccination planning.

#### Activities will include:

- a) Provide education and active communication to jurisdictional partners and community members about COVID-19 vaccination by:
  - 1) Developing and/or disseminating vaccine promotional materials that target underserved populations and increase vaccine confidence.
  - Developing and/or implementing a community plan and partnerships to address and overcoming vaccine hesitancy.
- b) Outreach and collaborate with partners in jurisdiction such as pharmacies, hospitals, and community health centers by:
  - 1) Providing education and outreach to local medical specialists regarding the importance of recommending COVID-19 vaccine for their patients.
  - 2) Providing opportunities for partners professional development.
- c) Offer COVID-19 clinics to patients either on-site <u>clinics</u>, through mass vaccination efforts or referral to community partners. <u>Additionally</u>, <u>create alternative access points to COVID-19</u> <u>vaccination by:</u>
  - 1) Developing strategic community partnerships to vaccinate congregate care populations
  - Developing strategic community partnerships and vaccination plans with large employers to provide vaccine clinics to workforce.
  - 3) Developing strategic community partnerships and vaccination plans with community organizations and/or faith-based groups
- d) Maintain proper storage and handling of COVID-19 vaccine.
- B. Remains the same

City-County Health Departments - TO Amendment Template Rev 11/2020

#### SECTION 4: COMPENSATION

- A. The maximum total amount payable as consideration for services performed under this task order is \$60,554.00 \$257,289.00 for services provided pursuant to SECTION 2. This total includes funding from the "Montana Underinsured Adolescent Immunization Initiative" to implement innovative projects in reaching underinsured adolescents. The adolescent funding can be renewed based upon funding availability and Contractor's successful implementation of activities.
- B. through C. Remains the same
- D. The funding amount of \$27,441.00 for COVID immunization services will be disbursed upon full execution of this Amendment One, and an additional \$196,735.00 upon execution of this Amendment Two.

#### SECTION 8: SCOPE OF TASK ORDER

This task order consists of 7 numbered pages, Clinic Information Worksheet, expressly referenced as Attachment A; WIC Collaboration Form, expressly referenced as Attachment B; Quality Improvement Form, expressly referenced as Attachment C; Promote Partnerships and Vaccination Services Form, expressly referenced as Attachment D; and Complementary Immunization Providers Administering Influenza Vaccine Form, expressly referenced as Attachment E, and Amendment One, and Amendment Two. This is the entire Contract between the parties.

#### **AUTHORITY TO EXECUTE**

DV.

Each of the parties represents and warrants that this Task Order Amendment is entered into and executed by the person so authorized to bind the party to the provisions of this Task Order Amendment, Task Order, and the Master Contract

IN WITNESS THEREOF, the parties through their authorized agents have executed this Task Order Amendment on the dates set out below:

Data

#### MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

D 1		Date
	JIM MURPHY, Administrator	
CAS	CADE COUNTY	
BY:		Date:
CAS	Cascade County Commissioner BOARD OF CO CADE COUNTY MONTANA	OUNTY COMMISSIONERS
Ву	Joe Briggs, Chairman	Date

City-County Health	Departments -	TO	Amendment	Template
Rev 11/2020				

By:	Date:
James L. Larson, Commissioner	
Ву:	Date:
Don Ryan, Commissioner	
ATTEST	
On this day of, 2021, I herel and James Larson, and Don Ryan, Car	by attest the above-written signatures of Joe Briggs, scade County Commissioners.
	Rina Fontana Moore, Clerk & Recorder
* APPROVED AS TO FORM: Josh Racki, County Attorney	
DEPUTY COUNTY ATTORNEY	

<sup>\*</sup>THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

# Agenda Action Report Prepared for the Cascade County Commission

**ITEM** 

Resolution 21-27:

Conduct a Public Hearing to ratify Resolution #21-03 to discontinue two (2) alley ways and one

(1) street

**INITIATED BY** 

Christopher Skinner

PRESENTED BY

Charity N. Yonker, Planning Director

**ACTION REQUESTED** 

Approval of Resolution 21-27

#### **BACKGROUND:**

On January 26, 2021, the Board of County Commissioners held a public hearing to consider a Petition submitted by Christopher Skinner to discontinue two (2) alley ways and one (1) street within the platted subdivision, Plat of Largent and Strong East Addition to Sun River, located in Section 34, Township 21N, Range 01W, P.M.M., Cascade County, MT, known as the alley running East to West through Block 3 approximately 495 feet long and 20 feet wide, between platted Main Street and Carroll Street, the alley running East to West through Block 4 approximately 550 feet long and 20 feet wide, between platted Carroll Street and Strong Street, and the street platted as Carroll Street approximately 500 feet long and 60 feet wide. The Plat of Largent and Strong East Addition to Sun River was platted in 1884. On December 21, 2020, at 12:30 PM, Commissioner Weber and Planning Staff visited the alleys and street proposed to be discontinued. Resolution #21-03 was approved by the Commission discontinuing said street and alleys on January 26, 2021.

One of the conditions of approval required the Petitioner file a survey delineating the boundaries of the affected property within six (6) months of approval to discontinue said street and alleys. The Petitioner became aware that platted Lots owned by Cascade County are adjacent to Carroll Street and the alley between Main Street and Carroll Street. and a discontinuation of said street and alley. Such discontinuation would remove physical access to Lots 18 through 21, owned by Cascade County. Platted River Road continues to provide legal platted access to these Lots, but due to the migration of the Sun River, River Road is now submerged under the Sun River providing no alternative physical access to the portions of the unsubmerged Cascade County Lots.

The Petitioner is required to obtain all signatures of adjacent property owners, but did not include Cascade County originally. The Public Works Road & Bridge Division Superintendent had no concerns with the discontinuations and the Clerk and Records Office provided the initial certification. No utilities are impacted by the discontinuations. Legal notice of this Public Hearing was published in the Great Falls Tribune on May 2, 2021 and May 9, 2021. The discontinuation of said street and alleys would not affect public recreational use of the Sun River in accordance with the stream access laws outlined in MCA § 23-2-302.

#### **RECOMMENDATION:**

Therefore, the Cascade County Planning Department recommends ratifying the approval of Resolution #21-27 to ratify Resolution #21-03, after considering the additional findings of fact and consents to the discontinuation, as an adjacent property owner, and affirms that the discontinuation would not be detrimental to the public interest.

#### TWO MOTIONS PROVIDED FOR CONSIDERATION

#### **MOTION TO DISAPPROVE:**

Mr. Chair, I move that the Commissioners **DISAPPROVE** adoption of Resolution #21-27 to ratify Resolution #21-03 discontinuing the alley running East to West through Block 3 approximately 495 feet long and 20 feet wide, between platted Main Street and Carroll Street, the alley running East to West through Block 4 approximately 550 feet long and 20 feet wide, between platted Carroll Street and Strong Street, and the street platted as Carroll Street approximately 500 feet long and 60 feet wide be discontinued. The alleys and street described above are platted rights-of-way within the subdivision known as the Plat of Largent and Strong East Addition to Sun River, located in Section 34, Township 21N, Range 01W, P.M.M., Cascade County, MT., as described within this report, and as identified by the map.

#### **MOTION TO APPROVE:**

Mr. Chair, I move that the Commissioners **APPROVE** adoption of Resolution #21-27 to ratify Resolution #21-03, and consent as an adjacent property owner of Lots 18 through 21 to the discontinuation of the alley running East to West through Block 3 approximately 495 feet long and 20 feet wide, between platted Main Street and Carroll Street, the alley running East to West through Block 4 approximately 550 feet long and 20 feet wide, between platted Carroll Street and Strong Street, and the street platted as Carroll Street approximately 500 feet long and 60 feet wide be discontinued. The alleys and street described above are platted rights-of-way within the subdivision known as the Plat of Largent and Strong East Addition to Sun River, located in Section 34, Township 21N, Range 01W, P.M.M., Cascade County, MT., as described within this report, and as identified by the map, subject to the following conditions:

- 1. The discontinued roads revert to the ownership of the adjacent property owner, with the concurrence of said property owner; and
- 2. The petitioner causes to be filed a survey delineating the boundaries of the affected property within six (6) months of the date of this resolution to discontinue said portion of street and alleys.

#### ATTACHMENTS:

Resolution #21-27

Resolution #21-03

Map of portion of street and alleys to be discontinued Highlighted Plat of Largent and Strong East Addition to Sun River Application Clerk and Recorder's Certification IN THE MATTER RATIFYING RESOLUTION 21-03 TO DISCONTINUE TWO (2) ALLEY WAYS AND ONE (1) STREET WITHIN THE SUBDIVISION OF LARGENT AND STRONG EAST ADDITION TO SUN RIVER, LOCATED IN SECTION 34, TOWNSHIP 21N, RANGE 01W P.M.M CASCADE COUNTY, MT. KNOWN AS THE ALLEY RUNNING EAST TO WEST THROUGH BLOCK 3 APPROXIMATELY 495 FEET LONG AND 20 FEET WIDE, BETWEEN PLATTED MAIN STREET AND CARROLL STREET, THE ALLEY RUNNING EAST TO WEST THROUGH BLOCK 4 APPROXIMATELY 550 FEET LONG AND 20 FEET WIDE, BETWEEN PLATTED CARROLL STREET AND STRONG STREET, AND THE STREET PLATTED AS CARROLL STREET APPROXIMATELY 500 FEET LONG AND 60 FEET WIDE.

WHEREAS, pursuant to Montana Code Annotated ("MCA") § 7-14-2616(1), the Board of Cascade County Commissioners may discontinue a street or alley or any part of a street or alley in an unincorporated town or town site upon the petition in writing of all owners of lots on the street or alley if it can be done without detriment to the public interest; and

WHEREAS, pursuant to MCA §§ 7-14-2601 through 7-14-2622, on January 26, 2021, the Board of Cascade County Commissioners did pass Resolution #21-03 (R0403496) to discontinue two (2) alley ways and one (1) street within the subdivision of Largent and Strong East Addition to Sun River, located in Section 34, Township 21 North, Range 01 West, P.M.M., Cascade County, MT. known as the alley running east to west through Block 3 approximately 495 feet long and 20 feet wide, between platted Main Street and Carroll Street, the alley running east to west through Block 4 approximately 550 feet long and 20 feet wide, between platted Carroll Street and Strong Street, and the street platted as Carroll Street approximately 500 feet long and 60 feet wide; and

WHEREAS, Cascade County owns real property described as Parcel #6029150, in the Subdivision of Largent and Strong East Addition to the Sun River, located in Section 34, Township 21 North, Range 01 West, Block 3, Lots 018 through Lot 21;

WHEREAS, said Lots 18 through 21 are adjacent to the alley running East to West through Block 3 between platted Main Street and Carroll Street, and said Lots 20 and 21 are adjacent to the street platted as Carroll Street; and

WHEREAS, the Petition submitted to discontinue said street and alley did not contain the consent of Cascade County, as an adjacent property owner; and

WHEREAS, said street and alley discontinued provided access to Lots 18 through 21 two (2), undeveloped, lots owned by Cascade County that were platted in 1884 now being completely or partially submerged under the Sun River; and

WHEREAS, Lots 18 through 21 are legally accessible by platted River Road, which is submerged under the Sun River providing no physical access; and

WHEREAS, pursuant to the MCA Title 23, Chapter 2, Part 3, Lots 18 through 21 now serving as stream bed and bank will remain subject to public recreational use in accordance with MCA § 23-2-302; and

WHEREAS, the discontinuation of said street and alleys will not result in a detriment to the public interest.

NOW, THEREFORE, BE IT RESOLVED by the Board of Cascade County

Commissioners, serving as adjacent property owners, consent to the street and alley discontinuation, and except as expressly amended hereby, Resolution #21-03 shall remain in full force and effect, and is hereby ratified and confirmed in all respects to discontinue the two (2) alley ways and one (1) street within the subdivision of Largent and Strong East Addition to Sun River, located in Section 34, Township 21 North, Range 01 West, P.M.M., Cascade County, MT, known as the alley running East to West through Block 3 approximately 495 feet long and 20 feet wide, between platted Main Street and Carroll Street, the alley running East to West through Block 4 approximately 550 feet long and 20 feet wide, between platted Carroll Street and Strong Street, and the street platted as Carroll Street approximately 500 feet long and 60 feet wide.

Passed and adopted at the Commission Hearing held on this 11th day of May, 2021.

BOARD OF COUNTY COMMISSIONERS CASCADE COUNTY, MONTANA	Attest:
Joe Briggs, Chair	Rina Ft Moore, Clerk and Recorder
James L. Larson, Commissioner	
Don Ryan, Commissioner	
* APPROVED AS TO FORM: Josh Racki, County Attorney	

DEPUTY COUNTY ATTORNEY

<sup>\*</sup> THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

# BEFORE THE BOARD OF COUNTY COMMISSIONERS CASCADE COUNTY, MONTANA

#### RETURN TO COMMISSION

Resolution 21-03

IN THE MATTER TO ABANDON TWO (2) ALLEY WAYS AND ONE (1) STREET WITHIN THE SUBDIVISION, PLAT OF LARGENT AND STRONG EAST ADDITION TO SUN RIVER, LOCATED IN SECTION 34, TOWNSHIP 21N, RANGE 01W P.M.M. CASCADE COUNTY, MONTANA. KNOWN AS THE ALLEY RUNNING EAST TO WEST THROUGH BLOCK 3 APPROXIMATELY 495 FEET LONG AND 20 FEET WIDE, BETWEEN PLATTED MAIN STREET AND CARROLL STREET, THE ALLEY RUNNING EAST TO WEST-THROUGH BLOCK 4 APPROXIMATELY 550 FEET LONG AND 20 FEET WIDE, BETWEEN PLATTED CARROLL STREET AND STRONG STREET, AND THE STREET PLATTED AS CARROLL STREET APPROXIMATELY 500 FEET LONG AND 60 FEET WIDE.

WHEREAS, pursuant to Montana Code Annotated ("MCA") § 7-14-2616(1), the Board of Cascade County Commissioners may discontinue a street or alley or any part of a street or alley in an unincorporated town or town site upon the petition in writing of all owners of lots on the street or alley if it can be done without detriment to the public interest; and

WHEREAS, pursuant to MCA §§ 7-14-2601 through 7-14-2622, a legal petition has been signed and submitted by all owners of lots adjacent to proposed discontinuation; and

WHEREAS, said streets and alleys do not provide exclusive access to state or private lands; and

WHEREAS, the discontinuation of said streets and alleys shall not affect the right of any public utility to continue to maintain its plant and equipment; and

WHEREAS, upon receipt of said petition, the County did cause to be published a legal notice of a Public Hearing, in the Great Falls Tribune pursuant to the statutory requirements of MCA § 7-1-2121; and

WHEREAS, site has been inspected by at least one (1) County Commissioner prior to final action by the County Commission; and

WHEREAS, the Board of Cascade County Commissioners held a public hearing on January 26, 2021.

NOW, THEREFORE BE IT RESOLVED by the Board of Cascade County Commissioners to discontinue the two (2) alley ways and one (1) street within the subdivision, Plat of Largent and Strong East Addition to Sun River, located in Section 34, Township 21 North, Range 01 West, P.M.M., Cascade County, MT, known as the alley running East to West through Block 3 approximately 495 feet long and 20 feet wide, between platted Main Street and Carroll Street, the alley running East to West through Block 4 approximately 550 feet long and 20 feet wide, between platted Carroll Street and Strong Street, and the street platted as Carroll Street approximately 500 feet long and 60 feet wide.

Passed and adopted at the Commission Hearing held on this 26th day of January, 2021.

BOARD OF COUNTY COMMISSIONERS CASCADE COUNTY MONTANA

Joe Briggs Chairman

James V. Larson, Commissioner

Commissioner

\* APPROVED AS TO FORM: Josh Racki, County Automey

DEPUTY COUNTY ATTORNEY

Attest

Rina Ft Moore, Clerk and Recorder

RAAARAAA CRE

Total Pages: 41 R 0.00 By: metophosom 01/29/2021 10:41:11

Cascade County, Rina Ft Moore - Clerk & Recorder

THE FORECOING DOCUMENT AND LASE ON REHALF OF THE ROADD OF CASCADE

\*THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.





The geographical representation of this map and/or drawing is provided for informational purposes only and should be used for **Reference Only**. Any information represented here is **not** guaranteed to be accurate or current. No reliance on angles, distances, area sizes or other land survey data should be assumed without verification by the user. Neither Cascade County nor the Cascade County GIS Division accepts any responsibility for errors or omissions. This document may not be reproduced, edited, or otherwise altered in any way without advanced permission of the Cascade County GIS Division or Cascade County Commission.

#### Legend



CascadeCntyStructures

StateOnlyRoads

Alleys & Road to be Abandoned

Control of the second of the s Commander of the board of the total of the same of these are fifty II day of the same of t of districts thank the first of this which there is the second of the se their of States 1. M. Mouth County ) Subscribed to many to before me January and 1880 Correlacy of Mentanna } H Urridory of Montana } til BOS INJUNE sift. LARGENTESTRONG The Se Link Ken V. B. R. G. E. N. T. And Action of the State EAST ADDITION STREET SUNRIVER CARROLL STEOR 600 MAIN STRONG ST JOHN ST 60 A. uns P848 SUN RIVER

840



## Petition to Discontinue a County Street or Alley in an Unincorporated Town or Townsite

Cascade County Planning Department 121 4<sup>th</sup> St No, STE 2H/I, Great Falls MT 59401 Phone: 406-454-6905 Fax: 406-454-6919

11/05/2000			
11/05/2020	-		-
20-006			-
Date:	Action:		
sher Skinner	Mailing Address: 138	48 M+ H~ 200	o Sunt
Work Phone:	Cell Phone:	406.899-34	140
	oher Skinner	oher Skinner Mailing Address: 138	20-006  Date: Action:  Skinner Mailing Address: 13848 M+ Hz 200  Mt. 59483  Work Phone: Cell Phone: 406.899-34

1. Fill out the attached petition and submit to the Planning Office.

#### The Petitioners must:

- a. Obtain the signature of all adjacent property owners;
- b. Name the road and describe the section to be established, altered or abandoned;
- List all property owners affected;
- Determine whether the adjacent owners can be found to consent thereto;
- e. Present the necessity for and advantage of the petition action;
- f. Include all necessary maps, plats, surveys, or other documents that will assist the Board in evaluating the petition
- 2. Within thirty (30) days of receiving the petition, the Board of County Commissioners shall cause an investigation of the petition to begin.
- 3. A certificate of survey may be required by a competent surveyor, covering the subject property, prior to the filing of the resolution discontinuing the county street or alley (7-14-2606 M.C.A.). If the certificate of survey is not filed within six (6) months of the date of the resolution, the county will take action to revoke the resolution.
- 4. Before acting on the petition, the Board of County Commissioners shall publish a notice of a public hearing in the local newspaper at least one (1) week before the petition is acted upon. (7-1-2121 M.C.A.)
- 5. After considering the petition and the results of the investigation, the Board shall make an entry or resolution of its decision and particularly describing the affected road. (7-14-2604 M.C.A.)
  - a. Within ten (10) days of the Board's decision, the Board shall notify by certified mail, all owners of land abutting on the road petitioned of their decision.
  - b. The owners shall be those listed on the last county assessment roll.

## Petition to Discontinue a County Street or Alley in an Unincorporated Town or Townsite

Date: 11-5-20

To The Honorable Board of County Commissioners of Cascade County:

We, The Undersigned, in compliance with Section 7-14-2616 M.C.A. and being residents, do hereby petition the Honorable Board to discontinue the following described Street or Alley:

Name of Street or Alley: These Alley ways have no names.

Description of Cascade County Street or Alley to be abandoned:

These Alley ways are located between

Geocodes: 02-3/35-34-1-06-35-0000, 02-3/35-34-1-04-34-0000,

02-3/35-34-1-04-43-0000, 02-3/35-34-1-04-01-0000,

02-3/35-34-1-04-45-0000 and 02-13/35-34-1-04-23-0000

# Petition - Consent Adjacent Property Owners

We, the undersigned property owners, by this petition, do hereby consent to the discontinuation of the above described street or alley:

Name	Address
1.	13848 M+ Hm, 200
Christopher Skinner	13848 M+ Hm, 200 Sun River, M+ 59483
Signature:	
2.	
Signature:	

Name	Address
3.	
Signature:	
4.	
Signature:	
5.	
	<u> </u>
Signature:	
6.	
0.	
Signature:	
7.	
Signature:	
8.	
Signature:	
9.	
Si	
Signature: 10.	
10.	>
Signature:	
11.	
Signature:	

Page 3

To the Cascade County Planning Department and Board of County Commissioners,

I, Christopher Lanceing Skinner would like to Petition to Discontinue a County Street or Alley in an Unincorporated Town or Townsite.

All alley ways in question are located between Geocode: 02-3135-34-1-06-35-0000, Geocode: 02-3135-34-1-04-34-0000, Geocode: 02-3135-34-1-04-43-0000, Geocode: 02-3135-34-1-04-01-000, Geocode: 02-3135-34-1-04-23-0000. These alley ways have no known name and have been abandoned since their creation as far as I can tell.

As of November 5<sup>th</sup> I am the sole property owner bordering these abandoned alleys. Sunrise Financial Group LLC previously owned parcels 6029500, 6029600, 6029700 and 6029800.

It has recently been brought to my attention by the Cascade County Sheriff's Department that under the letter of the law this alley is a public access because it was originally planned and designed to be an alley or street. However All three lots that I own have been fenced in as one piece of property for the last hundred years. Not only that but the original well for the property and part of the garage outbuilding that were built at the turn of the last century, partially lay within this so called alley way. These imaginary alleys also contains cross fences, new fencing, a fire pit that includes my family's rec area and my fruit trees.

This issue was brought to my attention by the Sheriff's Department after my neighbor Joe Lee that lives directly across the river trespassed onto my property claiming he had the right to be on my property because of this imaginary alley way. When I told him he was trespassing he violently assaulted me and I was forced to call the cops. The responding deputies wanted to charge him with felony assault, felony trespassing and disturbing the peace. However I was given the option of not pressing charges and banning him for life from my property. I chose to ban him for life. Now the sheriff has informed me that this individual can now once again walk through this imaginary alley according to the letter of the law. This individual according to the Sheriff and the community has a long record of criminal activity that includes possible molestation, child endangerment and rape. He has at least 100' of river front access through his own land and there is absolutely no reason for him to be on my side of the river for access. I have recently obtained a restraining order against this individual to stop him from using these invisible alley ways.

This petition to discontinue this abandoned alley is absolutely necessary for my family's safety. I cannot imagine opening up my yard for the public to walk through. There is absolutely no reason to walk through my property to reach the river as you can simply walk along the river bank from the highway. There is also a state sponsored fishing access across the river from me. This would also cause a huge financial burden for me as I would have to move fences and install new fencing to contain my horses. The public would have access to my outbuildings and my well. I had no idea these alley ways were part of my properties at the time of purchase, and I doubt the previous owners new as well. Unfortunately the statute of limitation to pursue a lawsuit against previous owners or realtors is 3 years in Montana and I have passed this timeline.

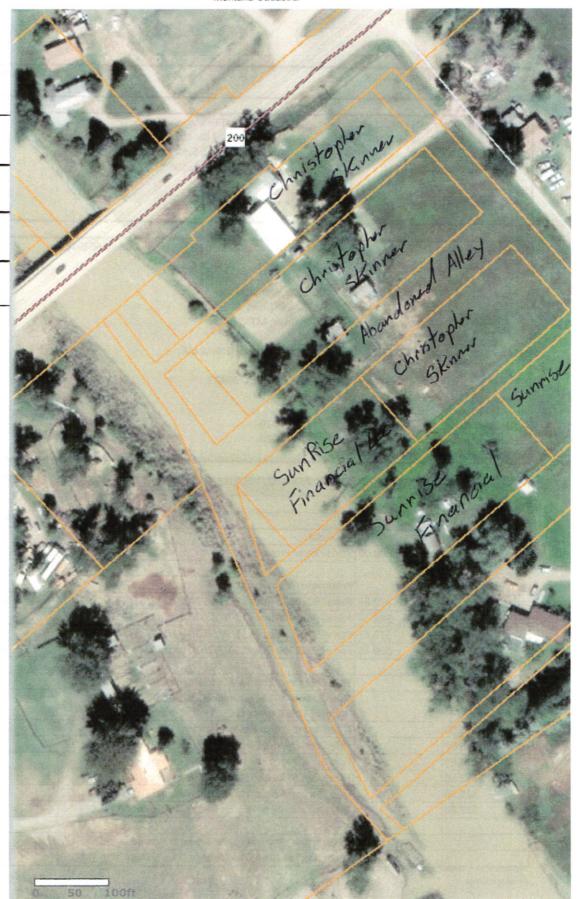
I've poured my life savings into this property, I value my privacy and above all my family's safety. I do not feel safe letting random people walk through my property while my children play outside. So yes I feel it is an absolute necessity for the County to discontinue this alley that never was.

Thank you for considering this Petition to Discontinue a County Street or Alley in an Unincorporated town or Townsite.

Christopher Lanceing Skinner



11/5/2020, 9:11 AM



Print Button
workarounds

American Land Title Association

ALTA Settlement Statement - Cash Adopted 05-01-2015

Printed on: 11/02/20 1:07 PM

File No./Escrow No.: DEF2031118-A Print Date & Time: 11/02/20 1:07 PM

Officer/Escrow Officer: Settlement Location: Boston National Title Agency, LLC ALTA Universal ID: 1074599 400 Rouser Road, Suite 101 Corapolis, PA 15108

Property Address:

Parcel No. 6029700, 6029500, 6029600 and 6029800

Cascade, MT

Borrower:

Christopher L Skinner 13848 MT Hwy 200 Sun River, MT 59483

Seller:

Sunrise Financial Group, LLC

P.O. Box 1952

Great Falls, MT 59403

Loan Number:

Settlement Date: Disbursement Date: 11/05/2020

11/06/2020

Additional dates per state requirements:

Seller		Description	Borrower/Buyer	
Debit	Credit		Debit	Credi
		Financial		
	\$18,000.00	Sale Price of Property	\$18,000.00	
		Prorations/Adjustments		
47 12 -	\$30.86	Parcel 6029500 from 11/07/2020 thru 12/31/2020	\$30.86	
	\$24.38	Parcel 6029600 from 11/07/2020 thru 12/31/2020	\$24.38	
	\$12.67	Parcel 9069700 from 11/07/2020 thru 12/31/2020	\$12.67	
	\$28.45	Parcel 6029800 from 11/07/2020 thru 12/31/2020	\$28.45	
		Title Charges & Escrow / Settlement Charges		
\$197.00		Title - Owner's Title Insurance(\$18,000.00) to Boston National Title Agency LLC		
\$375.00		Title Closing Fee to Boston National Title Agency, LLC	\$375.00	
\$25.00		Title Courier/Wire Fee to Boston National Title Agency, LLC	\$25.00	
\$50.00		Title Curative to Boston National Title Agency, LLC	\$50.00	
\$112.50		Title Exam to Boston National Title Agency, LLC	\$112.50	
\$25.00	***************************************	Title Tax Certification to Boston National Title Agency, LLC	\$25.00	
\$17.50		Title Update Fee to Boston National Title Agency, LLC	\$17.50	
		Government Recording and Transfer Charges		***************************************
		Recording Fee (Deed) to Cascade County Clerk and	\$28.00 File # DE	

Seller		Description	Borrower/Buyer		
Debit	Credit	The second secon	Debit	Credit	
		Recorder			
		Deed to Cascade County Clerk and Recorder	\$28.00		
		Deed to Cascade County Clerk and Recorder	\$28.00		
		Deed to Cascade County Clerk and Recorder	\$28.00		
	***************************************	Miscellaneous			
\$205.38		2020 Taxes - 6029500 to Cascade County Treasurer			
\$162.25		2020 Taxes - 6029600 to Cascade County Treasurer			
\$84.34		2020 Taxes - 6029700 to Cascade County Treasurer			
\$189.29		2020 Taxes - 6029800 to Cascade County Treasurer			
Seller		The second of th	Borrower/	Buyer	
Debit	Credit		Debit	Credit	
\$1,443.26	\$18,096.36	Subtotals	\$18,813.36		
		Due From Borrower		\$18,813.36	
\$16,653.10		Due <b>To</b> Seller			
\$18,096.36	\$18,096.36	Totals	\$18,813.36	\$18,813.36	

Acknowledgement									
We/I have carefully reviewed the	We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and								
disbursements made on my accor	disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA								
Settlement Statement. We/I auth	orize to cause the funds	to be disbursed in accordance w	ith this statement.						
		Sunrise Financial Group	Sunrise Financial Group, LLC						
Christopher L Skinner	Date	Ву	Date						
Escrow Officer		Date							

#### **Property Record Card**

#### Summary

Primary Information

Property Category: RP

Geocode: 02-3135-34-1-04-01-0000

**Primary Owner:** 

SUNRISE FINANCIAL GROUP LLC

PO BOX 1952

COS Parcel:

PropertyAddress:

Subcategory: Residential Property Assessment Code: 0006029700

GREAT FALLS, MT 59403-1952

NOTE: See the Owner tab for all owner information

Certificate of Survey:

Subdivision: LARGENT/STRONG ADD-SUN RIVER

Legal Description:

LARGENT/STRONG ADD-SUN RIVER, S34, T21 N, R01 W, BLOCK 004, Lot 023, LTS 23-39

Last Modified: 9/28/2020 6:23:36 PM

**General Property Information** 

Neighborhood: 202.481

Living Units: 0

Property Type: IMP\_U - Improved Property - Urban

Levy District: 02-0C25-55X

Zoning:

Ownership %: 100

Linked Property:

No linked properties exist for this property

Exemptions:

No exemptions exist for this property

Condo Ownership:

General: 0

Limited: 0

**Property Factors** 

Topography:

Fronting:

**Utilities:** 

Parking Type:

Access:

Parking Quantity:

Location:

Parking Proximity:

**Land Summary** 

Land Type	Acres	<u>Value</u>
Grazing	0.000	00.00
Fallow	0.000	00.00
Irrigated	0.000	00.00
Continuous Crop	0.000	00.00
Wild Hay	0.000	00.00
Farmsite	0.000	00.00
ROW	0.000	00.00
NonQual Land	0.000	00.00
Total Ag Land	0.000	00.00
Total Forest Land	0.000	00.00
<b>Total Market Land</b>	1.210	9,680.00

#### **Deed Information:**

Deed Date		Page	Recorded Date	Document Number	Document Type	
10/19/2012			10/22/2012	R0262331	Tax Deed	
4/21/2006	0001	24774				

#### PrintPropertyRecordCard

or Chamberlan	1/18/2005	0000	97721		
-	9/8/1999	0325	00974		
-	4/1/1996	0280	00859		

#### **Owners**

Party #1

Default Information:

SUNRISE FINANCIAL GROUP LLC

PO BOX 1952

Ownership %:

100

Primary Owner:

"Yes"

Interest Type:

Conversion

Last Modified:

8/27/2015 8:21:51 AM

Other Names

Other Addresses

Name

Type

#### **Appraisals**

#### **Appraisal History**

Tax Year	Land Value	Building Value	Total Value	Method
2020	9680	0	9680	COST
2019	9680	0	9680	COST
2018	2057	0	2057	COST

#### **Market Land**

Market Land Item #1

Method: Acre

Type: Residual

Width:

**-** - 4 00

Depth:

Square Feet: 00

Acres: 1.21

Valuation

Class Code: 2101

Value: 9680

#### **Dwellings**

#### **Existing Dwellings**

No dwellings exist for this parcel

#### Other Buildings/Improvements

#### Outbuilding/Yard Improvements

No other buildings or yard improvements exist for this parcel

#### Commercial

#### **Existing Commercial Buildings**

No commercial buildings exist for this parcel

#### Ag/Forest Land

Ag/Forest Land

# Property Record Card

#### Summary

**Primary Information** 

Property Category: RP

Geocode: 02-3135-34-1-04-23-0000

**Primary Owner:** SUNRISE FINANCIAL GROUP LLC

PO BOX 1952

GREAT FALLS, MT 59403-1952

NOTE: See the Owner tab for all owner information

Certificate of Survey:

Subdivision: LARGENT/STRONG ADD-SUN RIVER

Legal Description:

LARGENT/STRONG ADD-SUN RIVER, S34, T21 N, R01 W, BLOCK 004, Lot 040, LTS 40-45

Last Modified: 9/28/2020 6:24:55 PM

**General Property Information** 

Neighborhood: 202.481

Property Type: VAC U - Vacant Land - Urban

PropertyAddress:

COS Parcel:

Subcategory: Residential Property Assessment Code: 0006029800

Living Units: 0

Levy District: 02-0C25-55X

Zoning:

Ownership %: 100

Linked Property:

No linked properties exist for this property

**Exemptions:** 

No exemptions exist for this property

Condo Ownership:

General: 0

Limited: 0

**Property Factors** 

Topography: **Utilities:** 

Fronting: Parking Type:

Access:

Parking Quantity:

Location:

Parking Proximity:

**Land Summary** 

Land Type	Acres	<u>Value</u>
Grazing	0.000	00.00
Fallow	0.000	00.00
Irrigated	0.000	00.00
Continuous Crop	0.000	00.00
Wild Hay	0.000	00.00
Farmsite	0.000	00.00
ROW	0.000	00.00
NonQual Land	0.000	00.00
Total Ag Land	0.000	00.00
Total Forest Land	0.000	00.00
Total Market Land	0.430	21,746.00

#### **Deed Information:**

Deed Date	Book	Page	Recorded Date	Document Number	Document Type	
10/19/2012			10/22/2012	R0262330	Tax Deed	
4/21/2006	0001	24774				

#### P:intPropertyRecordCard

1/18/2005	0000	97721
9/8/1999	0325	00974
41414000	0000	00000
4/1/1996	0280	00859

#### **Owners**

Party #1

**Default Information:** 

SUNRISE FINANCIAL GROUP LLC

PO BOX 1952

Ownership %:

100

Primary Owner:

"Yes"

Interest Type:

Conversion

Last Modified:

12/5/2012 8:08:54 AM

Other Names

Other Addresses

Name

Type

#### **Appraisals**

#### **Appraisal History**

Tax Year	Land Value	Building Value	Total Value	Method
2020	21746	0	21746	COST
2019	21746	0	21746	COST
2018	19556	0	19556	COST

#### Market Land

Market Land Item #1

Method: Sqft

Type: Primary Site

Width:

Depth:

Square Feet: 18,731

Acres:

Valuation

Class Code: 2101

Value: 21746

#### **Dwellings**

#### **Existing Dwellings**

No dwellings exist for this parcel

#### Other Buildings/Improvements

#### Outbuilding/Yard Improvements

No other buildings or yard improvements exist for this parcel

#### Commercial

#### **Existing Commercial Buildings**

No commercial buildings exist for this parcel

#### Ag/Forest Land

Ag/Forest Land

# **Property Record Card**

#### Summary

**Primary Information** 

Property Category: RP

Geocode: 02-3135-34-1-04-45-0000

Primary Owner:

SUNRISE FINANCIAL GROUP LLC

PO BOX 1952

COS Parcel:

PropertyAddress:

Subcategory: Residential Property

Assessment Code: 0006029600

GREAT FALLS, MT 59403-1952

NOTE: See the Owner tab for all owner information

Certificate of Survey:

Subdivision: LARGENT/STRONG ADD-SUN RIVER

Legal Description:

LARGENT/STRONG ADD-SUN RIVER, S34, T21 N, R01 W, BLOCK 004, Lot 021, LTS 21-22

Last Modified: 9/28/2020 6:25:44 PM

General Property Information

Neighborhood: 202.481

Property Type: VAC\_U - Vacant Land - Urban

Living Units: 0

Levy District: 02-0C25-55X

Zoning:

Ownership %: 100

Linked Property:

No linked properties exist for this property

**Exemptions:** 

No exemptions exist for this property

Condo Ownership:

General: 0

Limited: 0

**Property Factors** 

Topography:

Fronting:

Utilities:

Parking Type: Parking Quantity:

Access: Location:

Parking Proximity:

**Land Summary** 

Land Type	Acres	<u>Value</u>
Grazing	0.000	00.00
Fallow	0.000	00.00
Irrigated	0.000	00.00
Continuous Crop	0.000	00.00
Wild Hay	0.000	00.00
Farmsite	0.000	00.00
ROW	0.000	00.00
NonQual Land	0.000	00.00
Total Ag Land	0.000	00.00
Total Forest Land	0.000	00.00
Total Market Land	0.080	18,697.00

#### **Deed Information:**

Deed Date 10/19/2012		Page	Recorded Date 10/22/2012	Document Number R0262332	Document Type Tax Deed	
4/21/2006	0001	24774				

#### PrintPropertyRecordCard

-	1/18/2005	0000	97721	
1	9/8/1999	0325	00974	
	4/1/1996	0280	00859	

#### **Owners**

Party #1

Default Information:

SUNRISE FINANCIAL GROUP LLC

PO BOX 1952

Ownership %:

100 "Yes"

Primary Owner: Interest Type:

Conversion

Last Modified:

8/27/2015 8:21:51 AM

Other Names

Other Addresses

Name

Type

#### **Appraisals**

**Appraisal History** 

•	_			
Tax Year	Land Value	Building Value	Total Value 18697	Method COST
2020	18697	U		
2019	18697	0	18697	COST
2018	14220	0	14220	COST

#### **Market Land**

Market Land Item #1

Method: Sqft

Type: Primary Site

Width:

Depth:

Square Feet: 3,485

Acres:

Valuation

Class Code: 2101

Value: 18697

#### **Dwellings**

#### **Existing Dwellings**

No dwellings exist for this parcel

#### Other Buildings/Improvements

### Outbuilding/Yard Improvements

No other buildings or yard improvements exist for this parcel

#### Commercial

#### **Existing Commercial Buildings**

No commercial buildings exist for this parcel

#### Ag/Forest Land

Ag/Forest Land

Subcategory: Residential Property Assessment Code: 0006029500

# **Property Record Card**

#### Summary

Primary Information

Property Category: RP

Geocode: 02-3135-34-1-04-43-0000

Primary Owner:

SUNRISE FINANCIAL GROUP LLC

PO BOX 1952

COS Parcel:

PropertyAddress:

GREAT FALLS, MT 59403-1952

NOTE: See the Owner tab for all owner information

Certificate of Survey:

Subdivision: LARGENT/STRONG ADD-SUN RIVER

Legal Description:

LARGENT/STRONG ADD-SUN RIVER, S34, T21 N, R01 W, BLOCK 004, Lot 012, LTS 12-20

Last Modified: 7/9/2020 12:06:05 AM

General Property Information

Neighborhood: 202.481

Property Type: VAC\_U - Vacant Land - Urban

Living Units: 0

Levy District: 02-0C25-55X

Zoning:

Ownership %: 100

Linked Property:

No linked properties exist for this property

Exemptions:

No exemptions exist for this property

Condo Ownership:

General: 0

Limited: 0

**Property Factors** 

Topography: 1

Fronting: 4 - Residential Street

Utilities: 0

Parking Type:

Access: 3

Parking Quantity:

Location: 5 - Neighborhood or Spot

Parking Proximity:

Land Summary

Land Type	Acres	Value
Grazing	0.000	00.00
Fallow	0.000	00.00
Irrigated	0.000	00.00
Continuous Crop	0.000	00.00
Wild Hay	0.000	00.00
Farmsite	0.000	00.00
ROW	0.000	00.00
NonQual Land	0.000	00.00
Total Ag Land	0.000	00.00
Total Forest Land	0.000	00.00
Total Market Land	0.650	23,663.00

Doed Information

Deed Date 10/19/2012	Book	Page	Recorded Date 10/22/2012	Document Number R0262333	Document Type Tax Deed
4/21/2006	0001	24774			
1/18/2005	0000	97721			

#### 7/10/2020

#### PrintPropertyRecordCard

i	0/0/4000	1 0005	00074
1	9/8/1999	0325	00974
	4/1/1996	0280	00859

#### **Owners**

Party #1

Default Information:

SUNRISE FINANCIAL GROUP LLC

PO BOX 1952

Ownership %:

100

Primary Owner:

"Yes"

Interest Type:

Conversion

Last Modified:

8/27/2015 8:21:51 AM

Other Names

Other Addresses

Name

Type

#### **Appraisals**

Appraisal History

Tax Year	Land Value	Building Value	Total Value	Method
2020	23663 23663	0	23663 23663	COST
2019 2018	22910	0	22910	COST

#### Market Land

Market Land Item #1

Method: Sqft

Type: Primary Site

Width:

Depth:

Square Feet: 28,314

Acres:

Valuation

Class Code: 2101

Value: 23663

#### **Dwellings**

**Existing Dwellings** 

No dwellings exist for this parcel

#### Other Buildings/Improvements

Outbuilding/Yard Improvements

No other buildings or yard improvements exist for this parcel

#### Commercial

**Existing Commercial Buildings** 

No commercial buildings exist for this parcel

#### Ag/Forest Land

Ag/Forest Land

No ag/forest land exists for this parcel

## Property Record Card

#### Summary

**Primary Information** 

Subcategory: Residential Property Property Category: RP Geocode: 02-3135-34-1-06-36-0000 Assessment Code: 0006029100 PropertyAddress: 13848 MT

SUN RIVER, MT 59483

COS Parcel:

**Primary Owner:** HIGHWAY 200

SKINNER CHRISTOPHER LANCEING & JENNIFER

DANYELL

13848 MT HIGHWAY 200

SUN RIVER, MT 59483-9733

NOTE: See the Owner tab for all owner information

Certificate of Survey:

Subdivision: LARGENT/STRONG ADD-SUN RIVER

Legal Description:

LARGENT/STRONG ADD-SUN RIVER, S34, T21 N, R01 W, BLOCK 003, Lot 001, LOTS 1-17

LESS HWY R/W

Last Modified: 6/9/2020 2:59:26 PM

**General Property Information** 

Neighborhood: 202.481 Property Type: IMP\_U - Improved Property - Urban

Levy District: 02-0C25-55X Living Units: 1

Zoning: 1 Ownership %: 100

Linked Property:

No linked properties exist for this property

Exemptions:

No exemptions exist for this property

Condo Ownership:

Limited: 0 General: 0

**Property Factors** 

Fronting: 4 - Residential Street Topography: 1, N Utilities: 7, 8, 9 Parking Type: 1 - Off Street Access: 1 Parking Quantity: 2 - Adequate Location: 5 - Neighborhood or Spot Parking Proximity: 3 - On Site

**Land Summary** 

Land Type	Acres	Value
Grazing	0.000	00.00
Fallow	0.000	00.00
Irrigated	0.000	00.00
Continuous Crop	0.000	00.00
Wild Hay	0.000	00.00
Farmsite	0.000	00.00
ROW	0.000	00.00
NonQual Land	0.000	00.00
Total Ag Land	0.000	00.00
Total Forest Land	0.000	00.00
Total Market Land	0.980	26,538.00

#### **Deed Information:**

Deed Date 11/14/2012	Book	Page	Recorded Date 11/16/2012	Document Number R0263723	Document Type Warranty Deed
6/13/1997	0294	00412			
3/13/1995	0269	00687			
12/5/1989	0216	00543			

#### **Owners**

Party #1

Default Information:

SKINNER CHRISTOPHER LANCEING & JENNIFER DANYELL

13848 MT HIGHWAY 200

Ownership %:

100

**Primary Owner:** 

"Yes"

Interest Type:

Conversion

Last Modified:

3/28/2019 4:20:22 PM

Other Names

Other Addresses

Name

Type

#### **Appraisals**

#### **Appraisal History**

Tax Year 2020	Land Value 26538	Building Value 185862	Total Value 212400	Method MKT
2019	26538	185862	212400	MKT
2018	27941	152859	180800	MKT

#### **Market Land**

Market Land Item #1

Method: Sqft

Type: Primary Site

Width:

Depth:

Square Feet: 42,689

Acres:

Valuation

Class Code: 2101

Value: 26538

#### **Dwellings**

#### **Existing Dwellings**

Dwelling Type	Style	Year Built	
SFR	08 - Conventional	1895	

**Dwelling Information** 

Residential Type: SFR

Style: 08 - Conventional

Year Built: 1895

Roof Material: 10 - Asphalt Shingle

Effective Year: 1985 Story Height: 2.0 Roof Type: 3 - Gable

Grade: 5

Attic Type: 0

Class Code: 3301

Exterior Walls: 1 - Frame
Exterior Wall Finish: 5 - Maintenance Free Aluminum/Vinyl/Steel

Year Remodeled: 1997

Degree Remodeled:

Mobile Home Details

Manufacturer:

Serial #:

Width: 0

Model: Length: 0

Basement Information

Foundation: 2 - Concrete Finished Area: 0 Daylight: N

Basement Type: 0 - None Quality:

Heating/Cooling Information

Type: Central System Type: 5 - Forced Air

Fuel Type: 3 - Gas Heated Area: 0

Living Accomodations

Bedrooms: 3 Full Baths: 1 Addl Fixtures: 3 Half Baths: 0 Family Rooms: 0

Additional Information

Fireplaces: Stacks: 0 Stories:

Prefab/Stove: 1 Openings: 0 Cost & Design: 0 Flat Add: 0 Garage Capacity: 0 % Complete: 0 Description: Description:

**Dwelling Amenities** 

View: Access:

Area Used In Cost

Basement: 0 Additional Floors: 0 Attic: 0

First Floor: 1283 Half Story: 0 Unfinished Area: 0

SFLA: 1968 Second Floor: 685

Depreciation Information

CDU: Utility: Fair (6) Physical Condition: Average (7)

Desirability: Property: Average (7)

Location: Fair (6)

**Depreciation Calculation** 

**RCNLD: 125200** Age: 33 Pct Good: 0.69

Additions / Other Features

Additions

Lower	First	Second	Third	Area	Year	Cost
	34 - Deck, Concrete			517	0	3350

There are no other features for this dwelling

#### Other Buildings/Improvements

Outbuilding/Yard Improvement #1

Type: Residential Description: RPA2 - Concrete

Quantity: 1 Year Built: 2002 Grade: A

Condition: Functional: Class Code: 3301

**Dimensions** 

Size/Area: 288 Width/Diameter: 12 Length: 24 **Bushels:** Circumference:

Height:

Outbuilding/Yard Improvement #2

Description: RRG1 - Garage, frame, detached, finished Type: Residential

Year Built: 2001 Grade: 5 Quantity: 1

Functional: Class Code: 3301 Condition:

**Dimensions** 

Size/Area: 1920 Width/Diameter: 32 Length: 60 **Bushels:** Circumference: Height:

Outbuilding/Yard Improvement #3

Type: Residential

Description: RRS1 - Shed, Frame

Quantity: 1

Year Built: 2002

Grade: A

Condition:

Functional:

Class Code: 3301

**Dimensions** 

Width/Diameter: 6

Length: 8

Size/Area: 48

Height:

**Bushels:** 

Circumference:

#### Commercial

#### **Existing Commercial Buildings**

No commercial buildings exist for this parcel

#### Ag/Forest Land

#### Ag/Forest Land

No ag/forest land exists for this parcel

After Recording Return To: Jennifer D. Skinner 308 1st Street NE Choteau, MT 59422

#### QUIT CLAIM DEED

For Value Received Jennifer Danyell Skinner does hereby convey, release, remise and forever quitclaim unto CHRISTOPHER LANCEING SKINNER-Skinner Presiding at 13848 MT Highway 200. Sun River, MT 59483 grantee, the following described premises, in County of Cascade, State of Montana Ito with

For Complete Legal Description see Exhbit A attached hereto and made a part hereof

Except patent reservations, restrictions, conditions, easements of record, and current taxes.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Jannifer Danyell Skinner

State of Montana

County of Cascade

Notary public for the State of Montana
Residing at Great Falls, MT
My Commission Expires: 2, 3019

SEAL

Ration at Great Falls, Montana
My Commission Expires: 4, 2019

SEAL

Ration at Great Falls, Montana
My Commission Expires
June 20, 2019 This instrument was acknowledged before me on March 22, 2019 by Jennifer Danyell Skinner

For Complete Legal Description see Exhbit A attached hereto and made a part hereof

Except patent reservations, restrictions, conditions, easements of record, and current taxes.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Jennifer Danyell Skinner

State of Montana

County of Cascade

This instrument was acknowledged before me on March 22, 2019 by Jennifer Danyell Skinner

Notary public for the State of Montana
Residing at Great Falls, MT
My Commission Expires: 4 26 3019
SEAL

Residing at Great Falls, Montana
My Commission Expires
June 20, 2019

玉hibt A

LOTS 22 THROUGH 38, BLOCK 3:
LOTS 1 THROUGH 11, BLOCK 4;
ALL IN LARGENT AND STRONG EAST ADDITION TO SUN RIVER, CASCADE
COUNTY, MONTANA, ACCORDING TO THE OFFICIAL MAP OR PLAT
THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CLERK AND
RECORDER OF SAID COUNTY.

LESS ANY LAND HERETOFORE CONVEYED TO GREAT NORTHERN RAILWAY COMPANY BY INSTRUMENT RECORDED JULY 8, 1911, VOLUME 63 OF DEEDS, PAGE 98, RECORDS OF CASCADE COUNTY, MONTANA.

LESS THAT LAND SOLD TO MONTANA DEPARTMENT OF TRANSPORTATION BY BARGAIN AND SALE DEED RECORDED APRIL 18, 1995, REEL 270, DOCUMENT 437, RECORDS OF CASCADE COUNTY, MONTANA.

Subcategory: Residential Property

Assessment Code: 0006029200

PropertyAddress:

COS Parcel:

# **Property Record Card**

#### Summary

Property Category: RP

Geocode: 02-3135-34-1-06-35-0000

Primary Owner:

SKINNER CHRISTOPHER LANCEING

13848 MT HIGHWAY 200

SUN RIVER, MT 59483-9733

NOTE: See the Owner tab for all owner information

Certificate of Survey:

Subdivision: LARGENT/STRONG ADD-SUN RIVER

Legal Description:

LARGENT/STRONG ADD-SUN RIVER, S34, T21 N, R01 W, BLOCK 003, Lot 022, LOTS 22-38

Last Modified: 6/9/2020 2:59:26 PM

Neighborhood: 202.481

Property Type: VAC\_U - Vacant Land - Urban

Living Units: 0

Levy District: 02-0C25-55X

Zoning:

Ownership %: 100

Linked Property:

No linked properties exist for this property

Exemptions:

No exemptions exist for this property

Condo Ownership:

General: 0

Limited: 0

Property Factors

Topography: 1

Fronting: 4 - Residential Street

Utilities: 0

Parking Type:

Access: 3

Parking Quantity:

Location: 5 - Neighborhood or Spot

Parking Proximity:

Land Type	Acres	Value
Grazing	0.000	00.00
Fallow	0.000	00.00
Irrigated	0.000	00.00
Continuous Crop	0.000	00.00
Wild Hay	0.000	00.00
Farmsite	0.000	00.00
ROW	0.000	00.00
NonQual Land	0.000	00.00
Total Ag Land	0.000	00.00
Total Forest Land	0.000	00.00
<b>Total Market Land</b>	1.220	28,060.00

	Deed Date	Book	Page	Recorded Date	Document Number	Document Type
١	3/22/2019			4/3/2019	R0368733	Quit Claim Deed
l	11/14/2012			11/16/2012	R0263729	Warranty Deed
١	6/13/1997	0294	0412			

#### 7/9/2020

#### PrintPropertyRecordCard

	3/13/1995	0269	0687		
ı	12/5/1989	216	543		

#### **Owners**

Party #1

Default Information: SKINNER CHRISTOPHER LANCEING

13848 MT HIGHWAY 200

Ownership %:

100

Primary Owner:

"Yes"

Interest Type:

Fee Simple

Last Modified:

4/18/2019 1:00:27 PM

Other Names

Other Addresses

Name

Type

#### **Appraisals**

Appraisal History

Tax Year	Land Value	Building Value	Total Value	Method
2020	28060	0	28060	COST
2019	28060	0	28060	COST
2018	25774	0	25774	COST

#### Market Land

Market Land Itam #1

Method: Acre

Type: Primary Site

Width:

Depth:

Square Feet: 00

Acres: 1.22

Valuation

Class Code: 2101

Value: 28060

#### **Dwellings**

**Existing Dwellings** 

No dwellings exist for this parcel

#### Other Buildings/Improvements

Outbuilding/Yard Improvements

No other buildings or yard improvements exist for this parcel

#### Commercial

**Existing Commercial Buildings** 

No commercial buildings exist for this parcel

#### Ag/Forest Land

Ad/Forest Land

No ag/forest land exists for this parcel

Subcategory: Residential Property

Assessment Code: 0006029300

PropertyAddress:

COS Parcel:

# **Property Record Card**

#### Summary

Property Category: RP

Geocode: 02-3135-34-1-04-34-0000

Primary Owner:

SKINNER CHRISTOPHER LANCEING

13848 MT HIGHWAY 200

SUN RIVER, MT 59483-9733

NOTE: See the Owner tab for all owner information

Certificate of Survey:

Subdivision: LARGENT/STRONG ADD-SUN RIVER

Legal Description:

LARGENT/STRONG ADD-SUN RIVER, S34, T21 N, R01 W, BLOCK 004, Lot 001, LAJ LTS 1-

11

Last Modified: 6/9/2020 2:59:26 PM General Property Information

Neighborhood: 202.481

Property Type: VAC\_U - Vacant Land - Urban

Living Units: 0

Levy District: 02-0C25-55X

Zoning:

Ownership %: 100

Linked Property:

No linked properties exist for this property

Exemptions:

No exemptions exist for this property

Condo Ownership:

General: 0

Limited: 0

**Property Factors** 

Topography: 1

Fronting: 4 - Residential Street

Utilities: 0

Parking Type:

Access: 3

Parking Quantity:

Parking Proximity:

Location: 5 - Neighborhood or Spot

Land Type	Acres	Value
Grazing	0.000	00.00
Fallow	0.000	00.00
Irrigated	0.000	00.00
Continuous Crop	0.000	00.00
Wild Hay	0.000	00.00
Farmsite	0.000	00.00
ROW	0.000	00.00
NonQual Land	0.000	00.00
Total Ag Land	0.000	00.00
Total Forest Land	0.000	00.00
Total Market Land	0.789	24,874.00

	Deed Date	Book	Page	Recorded Date	Document Number	Document Type	
1	3/22/2019			4/3/2019	R0368733	Quit Claim Deed	
	11/14/2012			11/16/2012	R0263729	Warranty Deed	

#### 7/9/2020

#### PrintPropertyRecordCard

6/13/1997	0294	0412		
3/13/1995	0269	0687		

#### **Owners**

Party #1

Default Information: SKINNER CHRISTOPHER LANCEING

13848 MT HIGHWAY 200

Ownership %:

100

Primary Owner:

"Yes"

Interest Type:

Fee Simple

Last Modified:

4/18/2019 1:10:39 PM

ALIEL INGILIES

Other Addresses

Name

Type

#### **Appraisals**

Appraisal History

Tax Year	Land Value	Building Value	Total Value	Method
2020	24874	0	24874	COST
2019	24874	0	24874	COST
2018	25029	0	25029	COST

#### Market Land

Market Land Item #1

Method: Saft

Type: Primary Site

Width:

Depth:

Square Feet: 34,369

Acres:

Valuatio

Class Code: 2101

Value: 24874

#### **Dwellings**

**Existing Dwellings** 

No dwellings exist for this parcel

#### Other Buildings/Improvements

Outbuilding/Yard Improvements

No other buildings or yard improvements exist for this parcel

#### Commercial

**Existing Commercial Buildings** 

No commercial buildings exist for this parcel

#### Ag/Forest Land

Ad/Forest Land

No ag/forest land exists for this parcel

# COMMITMENT FOR TITLE INSURANCE

Issued by

#### Westcor Land Title Insurance Company

#### SCHEDULE A

Transaction Identification Data for reference only: Issuing Agent: Boston National Title Agency, LLC ALTA Universal ID: Loan ID Number:

Issuing Office File Number: DEF2031118-A

Property Address: Parcel No. 6029700, 6029500, 6029600 and 6029800, Cascade, MT

Property Tax ID: 6029700; 6029500; 6029600; 6029800

Issued/Revised: October 26, 2020 at 9:31 AM

- 1. Commitment Date: October 13, 2020, 8:00 am
- 2. Policy to be issued:
  - (a) 2006 ALTA® Owner's Policy

Proposed Insured: Christopher L Skinner Proposed Policy Amount: \$18,000.00

(b) 2006 ALTA® Loan Policy

Proposed Insured: Proposed Policy Amount:

- The estate or interest in the land described or referred to in this Commitment is Fee Simple.
- 4. Title is, at the Commitment Date, vested in Sunrise Financial Group, LLC
- The land referred to in this Commitment is described as follows:
   SEE ATTACHED EXHIBIT "A"

Countersigned
Boston National Title Agency, LLC
129 West Trade Street, 9th Floor
Charlotte, North Carolina 28202

By:

Authorized Signatory

AMERICAN.

#### EXHIBIT "A"

All the property situated in Cascade County, State of Montana, described as:

LOTS 40 THROUGH 45, INCLUSIVE, BLOCK 4 AND LOTS 23 THROUGH 39, INCLUSIVE, BLOCK 4 AND LOTS 21 AND 22, BLOCK 4 AND LOTS 12 THROUGH 20, INCLUSIVE, BLOCK 4 LARGENT AND STRONG EAST ADDITION TO SUN RIVER, CASCADE COUNTY, MONTANA, ACCORDING TO THE OFFICIAL PLAT OR MAP THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THE LAND CONVEYED TO GREAT NORTHERN RAILWAY COMPANY BY DEED RECORDED IN BOOK 63 OF DEEDS, PAGE 92, RECORDS OF CASCADE COUNTY, MONTANA.

AND EXCEPTING THEREFROM THE LAND CONVEYED TO THE STATE OF MONTANA BY QUIT CLAIM DEED RECORDED ON REEL 153, DOCUMENT 555, RECORDS OF CASCADE COUNTY, MONTANA.



#### COMMITMENT FOR TITLE INSURANCE

Issued by

#### Westcor Land Title Insurance Company

#### SCHEDULE B Requirements

All of the following Requirements must be met:

- The Proposed Insured must notify the Company in writing of the name of any party not referred 1. to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- Pay the agreed amount for the estate or interest to be insured. 2.
- Pay the premiums, fees, and charges for the Policy to the Company. 3.
- Documents satisfactory to the Company that convey the Title or create the Mortgage to be 4. insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- Warranty Deed from Sunrise Financial Group, LLC to Christopher L Skinner conveying the property 5. described in Schedule A of this commitment.
- Receipt of evidence satisfactory to the Company that Sunrise Financial Group, LLC (1) has filed Articles of 6. Organization with the State Corporation Commission, and is in good standing in its state or country of organization, (2) and Company must be furnished with a copy of the Operating Agreement and all amendments thereto, and certified copies of any articles or certificates of conversion, merger, or other change(s) of name; and (3) verification of the authority of individual(s) executing documents on behalf of the Entity to enter into the transaction to be insured on its behalf; and/or certification by an approved attorney that transaction, execution and delivery of instruments is pursuant to the provisions of the Operating Agreement.

NOTE: No open Deeds of Trust or Mortgages found of record.

- Payment of the first installment of 2020 taxes in the amount of \$42.18 due on or before 11/30/2020. (Parcel 7. 0006029700)
- Payment of the first installment of 2020 taxes in the amount of \$102.69 due on or before 11/30/2020. (Parcel 8. 0006029500)
- Payment of the first installment of 2020 taxes in the amount of \$81.13 due on or before 11/30/2020. (Parcel 9. 0006029600)

10. Payment of the first installment of 2020 taxes in the amount of \$94.65 due on or before 11/30/2020. (Parcel 0006029800)

- 11. Title Company must review any proposed documentation which would alter the existing transaction between the parties evidencing the nature and structure of the proposed transaction. Additional requirements or exceptions may be added upon review of the transaction documents.
- 12. Receipt of satisfactory Owners Affidavit and no lien.
- 13. RECEIPT of satisfactory Due Process Certificate issued by Tax Title Services, Inc., that the sale of delinquent tax by Tax Certificate was administered for the subject property pursuant to the Montana Statutes, relating to the issuer of this commitment and designated underwriter. RECEIVED
- 14. We require satisfactory proof that all homeowner's association dues are paid in full, if applicable, through the date of closing. Provide a HOA Dues Estoppel Pay Off Demand letter, if applicable.
- 15. If requested insured amount exceeds the amount established by Tax Title Services, approval of said increase of insured coverage amount must be approved by Tax Title Services.
- 16. THE FOLLOWING ARE JUDGMENTS/LIENS all recorded in the Clerk & Comptroller's Office, Cascade County, MT: none

NOTE: As of 10/13/2020, no judgments were found of record against Christopher L. Skinner.

NOTE: The Following is for informational purposes only and will not appear in the policy to be issued hereunder.

The following deed(s) affecting the land described in Schedule A hereof were recorded in CASCADE COUNTY, MT within twenty-four (24) months of the effective date of this report:

#### **Current Deed**

Grantee:

Sunrise Financial Group, LLC

Grantor:

James A. Bailey, County Treasurer

Recorded: 10

10/22/2012 as R0262330 (Parcel #6029800); R0262331 (Parcel #6029700); R0262332 (Parcel

#6029600); and R0262333 (Parcel #6029500)

NOTE: The below tax information is provided for informational purposes only. Tax information has been based on the present assessment rolls, but is subject to any changes or future adjustments that may be made by the Tax Assessor or by the County. No liability is assumed for the accuracy of the amount of taxes paid or for any changes imposed by said county authority.

#### 2020 TAX INFORMATION

Property Control Number #: 6029700

Land:

\$

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**Building:** 

Assessed Value:

\$131.00

Due Date(s): 11/30 and 5/31/2021

2020 tax status is Due first installment; Open second installment

Property Control Number #: 6029500

Land:

\$

**Building:** 

\$

Assessed Value:

\$319.00

Due Date(s): 11/30 and 5/31/2021

2020 tax status is Due first installment; Open second installment

Property Control Number #: 6029600

Land:

\$

**Building:** 

\$

Assessed Value:

\$252.00

Due Date(s): 11/30 and 5/31/2021

2020 tax status is Due first installment; Open second installment

Property Control Number #: 6029800

Land:

\$

**Building:** 

\$

Assessed Value:

\$294.00

Due Date(s): 11/30 and 5/31/2021

2020 tax status is Due first installment; Open second installment

END OF SCHEDULE B REQUIREMENTS



# SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- 1. Rights or claim of parties in possession not shown by the public records.
- 2. Easements, or claim of easements, not shown by the public records
- Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an
  accurate survey and inspection of the premises.
- Any liens, or right to a lien, for services, labor or material hereto or hereafter furnished, imposed by law and not shown by the public records.
- 5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously, under water.
- 6. Any titles or rights asserted by anyone including but not limited to persons, corporations, governments or other entities, to tide lands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government or water rights, if any.
- Taxes or special assessment not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.
- 8. Rights of dower, homestead or other marital rights of the spouse, if any, of any individual insured.
- Any minerals or mineral rights leased, granted or retained by current or prior owner.
- 10. Any inaccuracy in the area, square footage, or acreage of land described in Schedule A or attached plat, if any. The Company does not insure the area, square footage, or acreage of the land.
- 11. Rights of tenants, as tenants only, under any unrecorded leases.
- 12. Zoning, land use, building laws, regulations and ordinances.
- Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from

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the land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representations as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interest that are not listed. The Company makes no representation as to the present ownership of any such interests.

14. Real estate taxes, including supplemental taxes and roll back taxes, if applicable, and municipal charges for 2020 and subsequent years, not yet due and payable.

#### Special Exceptions

- 15. Taxes for 2021 and subsequent not yet due and payable.
- 16. Easements, restrictions, covenants, setback lines, encroachments, conditions, as noted in the Deed recorded in R0262333, of the Official Records of Cascade, MT.
- 17. Any liens, judgments or encumbrances against the Managing Member(s) of a Limited Liability Company will not be covered by the title insurance policy.
- 18. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

END OF SCHEDULE B EXCEPTIONS



#### Boston National Title Agency, LLC Revised August 28, 2001 Privacy Policy Notice

#### PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **Boston National Title Agency**, LLC

We may collect nonpublic personal information about you from the following sources:

Information we receive from you such as on applications or other forms.

Information about your transactions we secure from our files, or from (our affiliates or) others.

Information we receive from a consumer reporting agency.

Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.

Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



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December 16, 2020



To: Anna Ehnes

Cascade County Planner

From: Rina Ft. Moore

Clerk & Recorder/ Auditor/ Surveyor

RE: Petition to Discontinue a County Alley (applicant: Christopher Skinner)

The Land Data Management Staff has verified the signatures of 1 freeholder in Cascade County on the matter of a Petition to Abandon two (2) alley ways and one (1) street known as (a highlighted diagram is attached for reference):

- The alley running East to West through Block 3 approximately 495 feet long and 20 feet wide, between platted Main Street and Carroll Street.
- The alley running East to West through Block 4 approximately 550 feet long and 20 feet wide, between platted Main Street and Carroll Street.
- o The street platted as Carroll St approximately 500 feet long and 60 feet wide.

I hereby certify that the Petition to discontinue the above described property contains the signature of the owner of the adjacent property.

Rina Ft Moore

Clerk and Recorder/ Auditor/ Surveyor

#### NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY given that the Cascade County Commissioners will hold a Public Hearing on Tuesday, May 11, 2021 at 9:30 AM to consider ratifying Resolution #21-03 approved on January 26, 2021, to discontinue two (2) county alley ways and one (1) county street within the platted subdivision of Largent and Strong East Addition to Sun River, located in Sun River, Montana, more particularly described as the alley running East to West through Block 3 approximately 495 feet long and 20 feet wide, between platted Main Street and Carroll Street, the alley running East to West through Block 4 approximately 550 feet long and 20 feet wide, between platted Carroll Street and Strong Street, and the street platted as Carroll Street approximately 500 feet long and 60 feet wide.

The materials are on file for public inspection at the office of the Cascade County Planning Department, 121 4<sup>th</sup> St N, Suite 2 H/I, Great Falls, MT 59401. Any interested person may appear via Zoom by video or telephone to speak for or against the proposed discontinuation and may submit written public comments to the Cascade County Planning Department at the above address, by email at <a href="mailto:planningcomments@cascadecountymt.gov">planningcomments@cascadecountymt.gov</a>, or during the public hearing.

Please go to <a href="https://www.cascadecountymt.gov">www.cascadecountymt.gov</a> for details on how to join the Zoom meeting by computer or phone. Individuals needing special accommodations to participate should contact the Planning Department at 406-454-6905 prior to the meeting to allow adequate time for special arrangements.

CASCADE COUNTY PLANNING DEPARTMENT

/s/Charity N. Yonker, Planning Director

Publication date: Sunday, May 2, 2021 and Sunday, May 9, 2021

# Agenda Action Report prepared for the Cascade County Commission

ITEM:

Cascade County DUI Task Force 2021 Annual Plan

PRESENTED BY:

Joseph Williams, DUI Task Force Coordinator

#### **SYNOPSIS**:

The Cascade County DUI Task Force 2021 Annual Plan will be submitted to the Traffic and Safety Bureau of the Montana Department of Transportation in accordance with MCA 61-2-106. The 2021 Annual Plan effective dates are July 1, 2021- June 30, 2022.

The Cascade County DUI Task Force has the objective of reducing the number of alcohol and Drug related traffic incidents though assisting law enforcement, advocating for strict DUI legislature and public education.

The Cascade County DUI Task Force receives fund from the Highway Traffic Safety Office of the Montana Department of Transportation. These funds derive from the \$200.00 driver's license reinstatement fee collected from individuals convicted of DUI within Cascade County. One half of these fees are disbursed through the Traffic Safety Office to the DUI Task Force on a quarterly basis. The other half of the reinstatement fees are deposited in the State general fund. The Task Force's budget must maintain a slightly flexible nature due to the fact the amount collected will vary from quarter-to-quarter and year-to-year. Additionally funding accumulated from counties that do not have DUI Task Forces will be distributed to counties that do. These funds are added to this year's budget and all subsequent budgets as they become available. These funds are added to the other purchases/services budget. Unobligated Task force funds are "rolled over into the next fiscal year's budget and do not revert to Cascade County.

### TWO MOTIONS PROVIDED FOR CONSIDERATION

#### **MOTION TO APPROVE:**

"I move the Cascade County Commission APPROVE Contract 21-65, Cascade County DUI Task Force 2021 Annual Plan."

#### **MOTION TO DISAPPROVE:**

"I move the Cascade County Commission **DISAPPROVE** Contract 21-65, Cascade County DUI Task Force 2021 Annual Plan."

# The Cascade County DUI Task Force's Annual Plan



1 July 2021 - 30 June 2022

Submitted To:

Montana Traffic and Safety Bureau
of the

Montana Department of Transportation

In Accordance with MCA 61-2-106

Prepared By:
Joseph Williams, Coordinator
Cascade County DUI Task Force
Great Falls Pre-Release Services, Inc.
1019 15th St. North
Great Falls, MT 59401
(406) 455-9330
Joseph@gfprc.org

Approved: May 11, 2021

Board of County Commissioners Cascade County, Montana

Joe Briggs Commissioner James L. Larson Commissioner Don Ryan Commissioner

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#### Vision Statement

To be the dynamic force that impacts responsible driving behaviors

#### Mission Statement

The Cascade County DUI Task Force works to reduce the number of drug and alcohol-related traffic incidents through public information and education, assisting law enforcement, and legislative advocacy. The goal of the Cascade County DUI Task Force, as depicted in this plan, is to prevent driving under the influence, reduce the number of impaired traffic incidents/crashes in Cascade County, and to educate the public. The corresponding reduction of impaired traffic incident/crashes in our county will lower the economic and psychological costs associated with drug and alcohol-related injuries and deaths.

#### Performance Measures

The Task Force will strive to accomplish the following actions as noted by the applicable statistics:

- Reduce alcohol-related crashes in Cascade County by one quarter (1/4) percent, from 25.57 to 25.32 percent crashes.
- Initiate public information and education (PI&E) campaign to educate impaired drivers that if they do drive impaired, they will be detected and if appropriate, apprehended and sentenced.
- Initiate a PI&E campaign to educate minors that if they drive impaired they will be detected, apprehended and sentenced.
- Initiate a PI&E campaign to educate parents of their responsibilities to be positive role models and make and enforce a "Zero Tolerance" rule for their minor's use of alcohol and that if they provide alcohol to underage persons they will be detected, apprehended and sentenced.
- Increase law enforcement's capability to affect DUI and MIP arrests.
- Support Malmstrom Air Force Base's Airman Against Drunk Driving (AADD) program.
- Assist with conducting state approved Responsible Alcohol Sales training as needed.
- -- Collaborate with the Cascade County Tavern Association to allow patrons a free or subsidized taxi ride home via the Tavern Association's HOME SAFE program.

#### Evaluation

This plan will be evaluated through a comparison of the numbers contained in the performance measures listed above and the actual statistics obtained from both the Montana Department of Transportation's Traffic Safety Office and local sources.

#### Program Administration/Coordination

In order to maximize the Task Force's collaborative resources, the Coordinator will continue to be an active partner in other local state organizations and activities which advocate our mission and goal.

#### **Budget Narrative**

The Cascade County DUI Task Force receives funds from the Highway Traffic Safety Office of the Montana Department of Transportation. The funds are generated from individuals convicted of impaired driving within Cascade County and who, when legally eligible, pay a \$200.00 driver's license reinstatement fee to the State. One half of the fee is disbursed through the Traffic Safety Office to the DUI Task Force on a quarterly basis. The other half of the reinstatement fee is deposited into the State general fund. Since the amount collected will vary from quarter-to-quarter, the Task Force' budget must remain somewhat fluid. The amount held in reserve will be reviewed on a monthly basis by the Task Force and may be adjusted as necessary. Unobligated Task Force funds are "rolled over" into the next fiscal year's budget and do not revert to the Cascade County.

# County and Statewide Crash Date (2010-2019)

Crash Description -----Impaired Driver Involved

County -----State Wide

Injury Severity	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Fatality	107	114	127	136	117	129	128	114	117	106
Serious Injury	308	291	373	333	297	332	297	270	259	255
Other Injury	1077	1050	1106	902	1011	999	1048	911	864	890
No Injury	2143	2140	2088	2077	2162	2265	2166	91	2019	1915
Unknown/Other	108	318	189	147	152	174	195	2106	189	267
Total	3743	3913	3883	3595	3739	3899	3834	3571	3448	3433

Crash Severity	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Fatal Crash	92	101	117	116	106	118	111	102	109	90
Serious Injury Crash	231	206	262	227	223	243	217	203	193	204
Other injury Crash	641	659	703	605	665	659	680	569	576	605
No Injury Crash	1006	1023	1002	1018	1051	1076	1077	1056	990	948
Unknown/Other Crash	53	100	66	67	65	78	91	65	72	82
Total	2023	2089	2150	2033	2110	2174	2176	1995	1940	1929

# Compare-Impaired Driver involved/Statewide

	,									
Injury Severity	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Fatality	56%	54%	62%	59%	61%	58%	67%	61%	64%	58%
Serious Injury	31%	30%	33%	30%	31%	33%	36%	37%	34%	36%
Other Injury	18%	17%	17%	15%	16%	15%	16%	14%	14%	15%
No Injury	6%	6%	6%	6%	6%	6%	6%	5%	5%	5%
Unknown/Other	6%	10%	10%	8%	8%	8%	9%	7%	8%	9%
Total	9%	9%	9%	8%	8%	8%	8%	7%	7%	7%

Crash Severity	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Fatal Crash	56%	54%	61%	57%	60%	58%	65%	60%	65%	55%
Serious Injury Crash	30%	28%	31%	27%	28%	21%	32%	34%	31%	34%
Other injury Crash	15%	16%	16%	14%	15%	14%	15%	12%	13%	14%
No Injury Crash	7%	7%	7%	7%	7%	7%	7%	6%	6%	6%
Unknown/Other Crash	17%	9%	25%	20%	17%	17%	20%	19%	16%	10%
Total	10.1%	10.3%	10.9%	10.0%	9.7%	9.7%	9.9%	8.4%	8.5	8.6%

Information from Montana.gov MDT (2020 information was not made available at the time this report being made)

In 2015 nationwide, Montana was rated the second worst state to drive in due to our high DUl/impaired driving rate. Our neighboring state North Dakota was ranked as number one. This year to date, according to the Montana Department of Transportation, the number of highway fatalities in Montana is Sixty six (66) compared to Thirty (30) in 2019 at the same point. Statistical information over a period of years indicates that over half of all fatalities in Montana are alcohol related. Although most of the counties in Montana now have a DUI Task Force in place and although there are other like-minded

agencies putting out information regarding the terrible consequences of impaired driving, much more is needed. The key is tougher legislation in regards to impaired driving. New Mexico was at one time one of the worst states when it came to impaired driving. Their legislature finally decided it was time to do what was right and pass legislature keying in on three things. The first was occupancy protection (seat belt use). The second was impaired driving, and the third was off-road departures. Their program has been highly successful and is now a model the Montana Department of Transportation is adopting called "Vision Zero". The key to its success here in Montana is funding and tougher impaired driving laws, all coming from the legislature.

#### Cascade County Overview

Cascade County rests in the central section of the state and is one of the "Big Nine" largest populated counties with an estimated 81,366 residents according to the U. S. Census Bureau estimate.

Malmstrom Air Force Base (AFB) sits just east of Great Falls and lies within Cascade County. With the youngest average-aged population of all Air Force bases, Malmstrom AFB poses a unique situation, not unlike a college campus. Young airmen, many away from home for the first time, tend to experiment with alcohol which, in turn, results in increased traffic crashes and minors-in-possession of alcohol (MIP-A). Fortunately, the DUI Task Force enjoys an outstanding relationship with the base's senior leadership and works hand-in-hand to reduce and mitigate the effects of alcohol-related traffic incidents. Both the AFY and Malmstrom are active members of our Task Force and a symbiotic relationship exists which allows the three organizations to complement one another.

Alcohol-related vehicle accidents, fatalities and injuries have generally decreased over time with some anomalies. It is the hope of the DUI Task Force that a combination of factors has contributed to the reduction in the incidence of driving impaired, but proof is inconclusive. The DUI Task Force continues to utilize educational measures (radio, print, social media, DUI website, and television ads); incentives (awards); and support to law enforcement for application of the laws relating to "driving under the influence" to affect change. Note the data below:

Alcohol-related traffic crashes in Cascade County have lowered since 2012. In 2019, there was 1 more crash reported than the previous year.

2013	2014	2015	2016	2017	2018	2019
Crashes						
138	146	157	144	121	113	114

Since 2012, fatalities have risen and fallen fairly dramatically. In 2019 there were 2 less fatalities then 2018.

2013 fatalities	2014 fatalities	2015 fatalities	2016 fatalities	2017 fatalities	2018 fatalities	2019 fatalities
6	11	5	6	3	7	5

Since 2014, alcohol related injuries has risen. In 2019 there was a 42 rise in the number of injuries then 2018.

2014 Injuries	2015 Injuries	2016 Injuries	2017 Injuries	2018 Injuries	2019 Injuries
73	88	117	68	71	113

Cascade County has 233 licensed establishments, which based on county population of 81,366 is approximately 350 persons for every liquor license.

#### Cascade County continues to be challenged with:

Illegal alcohol sales:

- --Over-service of alcohol to persons 21 and older (sales to persons exhibiting obvious signs of intoxication).
- --Sales to persons under 21 years of age.
- Minors in possession of alcohol (MIPs).
- Repeat DUI offenders.
- High average BAC rate

#### Task Force Statistician

The Cascade County DUI Task Force will gather, compile and report DUI arrests, convictions and their corresponding sentences to the Task Force in accordance with MCA 61-2-106(4). This requirement continues to be a daunting one however in as much as tracking nearly 500 DUI arrests and sentences and then navigating the complex maze of the different types of convictions that are adjudicated from the seven different courts in the county is lengthy and time consuming.

#### Cascade County DUI Arrests

There were 372 DUI arrests in 2012, 308 in 2013, 331 in 2014, 349 in 2015, 334 in 2016, in 2017 there were also 334 arrests, and in 2018 there were arrests 404. Last year's information is still being gathered however from January to June 2019 there were 173 DUI arrests in Cascade County, 19 less DUI's than the same time in 2018. The number of DUI arrests in 2018 by agency is as follows: MHP- 267; CCSO-04; GFPD-133; and MAFB-0. There is no specific indicator as to why there was a 70 DUI arrest increase from 2017-2018. According to local law enforcement officials, DUI enforcement is vigorously pursued here in Cascade County. But, because there is no system to determine why someone did not drive impaired or chose to do so is an ever changing decision for many people regardless to the efforts of the Task Force to educate drivers as well as increasing law enforcement visibility. On Malmstrom Air Force Base, there were 140 "saves" in 2017, 205 in 2016 compared to the 249 in 2015, and 166 in 2014. The information regarding 2018 has yet to be completed however they have reported 35 saves from January to April. The information from 2019 is still being complied. The term "saves" means airmen who contacted "on-call" airmen for a safe ride home from an alcohol related outing.

#### Cascade County DUI Convictions

The Cascade County DUI Task Force has collected, compiled and printed the results of persons convicted of DUI and their sentences. Since the spread sheet report is lengthy the Task Force will make the report available to interested persons upon request to the Coordinator.

#### Cascade County Breath Test Refusal Rate

In 2014 38.8 percent, respectively, of drivers stopped by law enforcement officers for suspected impaired driving in Cascade County refused to supply a requested breath/blood test to determine their blood alcohol content (BAC). In 2015 it was 36.7 percent of drivers stopped refused to test, in 2016 the percentage was 36.8 percent, in 2017 the percentage was 36.8 percent. 2018 the percentage of drivers stopped and refused to provide a breath test was 6.68% percent. This last year (2019) is still being compiled however the current rate from of drivers stopped ho refused to test from January to June was 3.46% showing a continued downward trend. According to Montana Code, Montana has an "implied consent" law that says, "A person who operates or is in actual physical control of a vehicle upon ways of this state open to the public is considered to have given consent to a test or tests of the person's blood or breath for the purposes of determining any measured amount or detected presence of alcohol or drugs in the person's body." There is a provision (some call it a loophole) in the law that says, "If an arrested person refuses to submit to one or more tests requested and designated by the officer as provided in subsection (2) the refused test or tests may not be given ... "MCA 61-8-(4).

Drivers who "know the system" refuse to provide a breath/blood sample and also refuse to perform standard field sobriety tests. The resulting lack of hard evidence that a potential crime (DUI) may have been committed directly impacts the officer's ability to articulate to a prosecutor, and hence a jury, the level of impairment of the suspected impaired driver. The Montana legislature passed a law which allows law enforcement officers to request a warrant to take the blood of persons who have previously refused to provide a breath/blood sample as well of individuals convicted of or have a pending offense of a second or subsequent DUI according to MCA 61-8-402(5).

#### Cascade County's Average BAC

In 2013, Cascade County had an average BAC level 0.174, in 2014 the average BAC was 0.179 in 2015 the average BA level was 0.162, in 2016 the average BAC was .146, in 2017, the average BAC level was 0.119. 2018 the average BAC was .153 a major increase over 2 years prior. 2019 is still being compiled at this time.

Persons arrested for DUI in Cascade County have high average BAC levels indicating there are many drivers who, after drinking, do not have someone (spouse, friend, and bartender) to intervene.

Although there is a solid education program in Cascade County regarding responsible alcohol sales and service for sellers and servers (Let's Control It Program), the issue of over-serving may still be a factor in BAC levels. Additionally, more of the population is purchasing packaged alcohol and consuming it in locations where there are not any limitations to their intake such as private parties, camping, in their own homes, etc. which greatly relates to higher BAC levels.

DUI STATISTICS FOR July 2018-June 2019

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
DUI ARRESTS BY AGENCY													
MHP	40	18	25	24	17	22	15	15	16	12	14	9	227
CCSO	0	2	1	0	0	1	2	4	1	1	4	2	18
GFPD	11	8	13	15	8	7	14	13	13	10	15	13	140
MAFB	0	0	0	0	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL DUI ARRESTS	51	28	39	39	25	30	31	32	30	23	33	24	385
DIU OTATIOTICO FOR	1 00	4 1000 1	0010										

DUI STATISTICS FOR July 2017-June 2018

JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
16	14	12	9	15	16	9	14	29	21	29	19	203
2	2	1	1	0	1	0	0	0	0	0	0	7
12	6	10	12	12	20	10	18	9	8	12	14	143
0	0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0	0
30	22	23	22	27	37	19	32	38	29	41	33	353
	16 2 12 0 0	16 14 2 2 12 12 6 0 0 0 0	16 14 12 2 2 1 12 6 10 0 0 0 0 0 0 0	16 14 12 9 2 2 1 1 12 6 10 12 0 0 0 0 0 0 0 0 0	16     14     12     9     15       2     2     1     1     0       12     6     10     12     12       0     0     0     0     0       0     0     0     0     0	16     14     12     9     15     16       2     2     1     1     0     1       12     6     10     12     12     20       0     0     0     0     0     0       0     0     0     0     0     0	16     14     12     9     15     16     9       2     2     1     1     0     1     0       12     6     10     12     12     20     10       0     0     0     0     0     0     0       0     0     0     0     0     0     0       0     0     0     0     0     0	16     14     12     9     15     16     9     14       2     2     1     1     0     1     0     0       12     6     10     12     12     20     10     18       0     0     0     0     0     0     0     0       0     0     0     0     0     0     0     0	16     14     12     9     15     16     9     14     29       2     2     1     1     0     1     0     0     0       12     6     10     12     12     20     10     18     9       0     0     0     0     0     0     0     0     0       0     0     0     0     0     0     0     0	16     14     12     9     15     16     9     14     29     21       2     2     1     1     0     1     0     0     0     0     0       12     6     10     12     12     20     10     18     9     8       0     0     0     0     0     0     0     0     0     0       0     0     0     0     0     0     0     0     0     0	16     14     12     9     15     16     9     14     29     21     29       2     2     1     1     0     1     0     0     0     0     0     0       12     6     10     12     12     20     10     18     9     8     12       0     0     0     0     0     0     0     0     0     0       0     0     0     0     0     0     0     0     0	16     14     12     9     15     16     9     14     29     21     29     19       2     2     1     1     0     1     0     0     0     0     0     0     0       12     6     10     12     12     20     10     18     9     8     12     14       0     0     0     0     0     0     0     0     0     0       0     0     0     0     0     0     0     0     0     0

DUI STATISTICS FOR July 2016-June 2017

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
DUI ARRESTS BY AGENCY													
MHP	18	11	11	6	12	9	14	18	12	11	6	5	133
CCSO	1	1	1	2	0	2	1	2	3	1	2	6	22
GFPD	18	11	14	11	11	7	12	18	8	22	19	13	164
MAFB	0	0	0	0	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL DUI ARRESTS	37	23	26	19	23	18	27	38	23	34	27	24	319

DUI STATISTICS FOR July 2015-June 2016

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
DUI ARRESTS BY AGENCY													
MHP	14	9	13	18	6	7	20	17	13	12	10	6	145
CCSO	5	2	1	5	4	3	3	2	3	2	1	0	31
GFPD	8	15	16	10	14	13	19	13	23	17	14	13	175
MAFB	0	0	0	2	2	0	0	0	0	0	0	0	4
OTHER	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL DUI ARRESTS	27	26	30	35	26	23	42	32	39	31	25	19	355

DUI Arrests: Break Dov July 2018-June 2019

Age Range	Male	Female	Total
Under 18			
18-20 yrs	5	3	8
21-25 yrs	18	4	22
26-30 yrs.	23	8	31
31-35 yrs	20	10	30
36-40 yrs.	9	0	9
41-45 yrs	11	3	14
46-50 yrs	7	3	10
50+ yrs.	19	9	28
GRAND TOT	112	42	154

\*not all ages are reported

DUI Arrests: Break Dov July 2017-June2018

Age Range	Male	Female	Total
Under 18	0	0	0
18-20 yrs.	3	0	3
21-25 yrs	12	1	13
26-30 yrs	9	3	12
31-35 yrs	2	2	4
36-40 yrs	6	2	8
41-45 yrs	4	3	7
46-49 yrs	2	2	4
50+ yrs	17	4	21
GRAND TOT	55	17	72

\*not all ages are reported

DUI Arrests: Break Dov July 2016-June 2017

Age Range	Male	Female	Total
Under 18	0	0	0
18-20 yrs	3	1	4
21-25 yrs	22	8	30
26-30 yrs	21	5	26
31-35 yrs	20	6	26
36-40 yrs	15	2	17
41-45 yrs	11	3	14
46-50 yrs.	7	0	7
50+ yrs.	23	14	37
GRAND TOT	122	39	161

\*not all ages are reported

BAC Chart July 2018-June 2019	T JUL	AUG	SEP	TOCT	NOV	DEC	JAN	FEB	MAR	I APR	MAY	JUN	Totals
# BAC tests given	8	6	6	10	8	6	3	3	5	2	MA 7	3	_
# Refused	1	-	-	_	-	-	-		_	-	-	4	65
	-	2	2	2	3	3	1	1	0	0	4	0	19
# DUI Drug / Search Warrant	0	0	0	0	2	0	1	0	0	0	1	0	4
Average BAC	0.138	0.086	0.176	0.185	0.139	0.134	0.224	0 13	0 133	0 277	0.148	0.131	0.158
*Aug includes 4 DUI MJ cases (2 o	f which ha	ad alcoho	as well	but at a k	ower leve	than 08	)						
BAC Chart July 2017-June 2018	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Totals
# BAC tests given	4	6	6	2	8	3	1	4	11	7	16	3	71
# Refused	1	1	4	1	1	1	1	3	3	2	4	1	23
# DUI blood draw from warrant	25	0	2	1	0	1 1	0	2	1	1	3	0	36
Average BAC	0 153	0.153	0.17	0.167	0.154	0.207	0.197	0.147	0.147	0.123	0.165	0.201	0.1653
- Total Control	10,00	0.100	0.11	10.10.	0.101	10.20.	0.107	10.111	10.141	0.120	1 0.100	0.201	10.100
BAC Chart July 2016-June 2017	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FE8	MAR	APR	MAY	JUN	Totals
# BAC tests given	3	2	5	2	3	2	5	6	3	3	2	5	-
	-		-		-			AND DESCRIPTION OF THE PERSON NAMED IN COLUMN		-	A		41
# Refused	5	2	1	1	0	1	3	1	2	3	0	3	22
# DUI Drug / Search Warrant	28	19	21	16	20	15	19	31	18	28	25	16	256
Average BAC	0.157	0.136	0.105	0.163	0.196	0.111	0.219	0.124	0 179	0.178	0.15	0.214	0.161
			-										
BAC Chart July 2015-June 2016	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Totals
# BAC tests given	9	12	16	16	10	6	11	4	5	7	4	0	100
# Refused	8	11	6	8	7	6	7	3	6	2	0	0	64
# DUI Drug / Search Warrant	10	4	8	10	8	11	23	26	22	18	20	19	179
Average BAC	0 138	0.158	0.163	0.163	0.168	0.159	0.186	0.174	0.187	0.182	0.158	0	0.153
ENTENCING MISD. DUI UI CITATIONS BY MHP:	July 2018	June 2019 AUG	SEP	oct	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
UI CONVICTIONS											-		
JI PER SE CONVICTIONS	3	1	1	6	12	1	1	1	3	0	2	1	32
	6	7	2	9	8	6	10	13	14	9	2	2	88
UI AGGRAVATED (61-8-465) UI DRUG DRIVING CONVICTION	0	0	0	0	0	0	0	0	0	0	0	0	0
JI Drug Driving Dismissed	2	2	0	3	3	0	0	3	0	0	0	0	10
UI DISMISSED	0	3		4	4	5	3	3	2	3	34	5	67
UI TRANSFERRED	8	4	1	0	0	0	0	3	1	5	1	3	26
JI NOT GUILTY	0	0	0	0	0	0	0	0	0	0	0	0	0
UI 02 CONVICTIONS	0	0	0	0	0	0	1	1	1	1	0	0	4
UI 02 DEFERRED	0	0	0	0	0	0	0	0	0	0	0	0	0
UI 02 DISMISSED	0	0	0	0	0	0	0	0	0	0	0	0	0
	2	2	1	7									18
UI CITATIONS BY CCSO:	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTALS
UI CONVICTIONS	0	0	0	0	0	0	0	0	0	0	0	1	1
JI PER SE CONVICTIONS	0	0	0	0	0	0	0	2	1	0	1	0	4
JI AGGRAVATED (61-8-465)	0	0	0	0	0	0	0	0	0	0	0	0	0
JI DRUG DRIVING CONVICTION	0	0	0	0	0	0	0	0	0	0	1	0	1
JI Drug Driving Dismissed JI DISMISSED	0	0	0	0	0	0	0	0	0	0	0	0	0
JI TRANSFERRED	!	6	0	0	0	0	0	1	0	0	0	1	3
JI NOT GUILTY	0	0	0	0	0	0	0	0	0	0	0	0	0
JI 02 CONVICTIONS	0	0	0	0	0	0	0	0	0	0	0	0	0
A 02 DEFERRED	0	0	0	0	0	0	0	0	0	0	0	0	0
JI 02 DISMISSED	0	0	0	0	0	0	0	0	0	0	0	0	0
	0	0	0									-	1
I CITATIONS BY GFPD:	JUL	AUG	SEP	OCT.	MOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTALS
JI CONVICTIONS													
PER SE CONVICTIONS													
AGGRAVATED (61-8-465)								1					
I DRUG DRIVING CONVICTION													
I Drug Driving Dismissed													
DISMISSED													
TRANSFERRED	3		2				1	2	3			2	
NOT GUILTY													
1 02 CONVICTIONS													
1 02 DEFERRED													
1 02 DISMISSED 1 DEFERRED													

#### ACTIONS THE DUI TASK FORCE WILL TAKE

#### FOCUS: REDUCE ALCOHOL-RELATED CRASHES.

PROBLEM: In 2010 the alcohol-related crash rate decreased 1.1 to 7.3 and decreased again in 2011 to 6.9. There was a 25.8 decrease in alcohol related crashes from 2012 to 2013. In 2012, there were 93 alcohol related crashes while only 69 in 2013. Law enforcement agencies arrested 372 drivers for DU I in 2012 and 308 drivers in 2013. In 2012, there was an average of 31 arrests per month, while in 2013 the average was 26 per month. An increase in the amount of arrests in 2014 was 29 per month, 3 more arrests than the previous year.

METHOD: Use various media to disseminate information and education that driving impaired is not legal or socially acceptable and that alternative methods of transportation are available for little or no cost to the drinker verses the costs associated with a DUI.

PROCESS: Continue and increase public information & education (PI&E) campaigns in the local agencies such as writing and submitting monthly "Letters to the Editor" regarding DUI related topics, television stations, radio stations, social media, in the Cascade County DUI Task Force stand-alone website, local high school newspapers including the CMR <u>Stampede</u> and the GFH <u>INIWA</u> and Belt High School <u>Valley Voice</u>. Display the MHP Trooper Haynes' destroyed patrol vehicle during the Montana State Fair and provide demonstrations to the public on different levels of intoxication using "drunk goggles".

TIMELINE: Ongoing throughout the year and during the Montana State Fair week.

PROCESS: Develop specific high visibility public service announcements in conjunction with historically alcohol-related holidays such as Christmas, New Years, and other national events such as the Super Bowl. Messages will emphasize the dangers of impaired driving, personal responsibility, and calling 911 when appropriate and using designated drivers.

TIMELINE: To be started prior to each historically alcohol-related holiday and national event.

METHOD: Expand the methods of broadcasting PI&E to the general public and Task Force presence.

PROCESS: Maintain a stand-alone website with a mobile friendly platform and social media integration capable of showing up to date content with ability to post pictures, video and audio.

TIMELINE: To be maintained and updated as needed during the fiscal year 2019-2020.

METHOD: Include a "catch phrase" along with the Task Force LOGO to evoke a thought or emotion to NOT drink or drive impaired.

PROCESS: The "catch phrase" will be inclusive with all Task Force correspondence, advertising and banner displays.

PROCESS: Have Cascade County DUI Task Member pins made and wear them at all events DUI Task Force members attend.

METHOD: Expend additional funding to purchase/upgrade outdated DUI related equipment used to identify DUI offenders and prosecution of offenders.

PROCESS: Have Task Force members identify those areas additional funding should be applied towards and vote on recommendations.

TIMELINE: Ongoing throughout the year.

METHOD: Expend additional funding in two areas:

- \$1,500 Towards training of Task Force members and law enforcement personnel to better perform their duties in curbing our County's DUI rates.
- Additional funding up to \$6,000 toward paying overtime hours to law enforcement personnel to do after-hours compliance checks.

PROCESS: Have Task Force members identify and vote on recommendations brought before them.

TIMELINE: To be accomplished during the fiscal year 2019/2020.

METHOD: The Task Force Coordinator will, by invitation of the 3418t Missile Wing Commander, attend and actively participate in the Wing's Community Action Information Board (CAIS) which focuses on preventing unhealthy actions of Air Force personnel and family members.

PROCESS: Attend and provide input from the Cascade County DUI Task Force.

TIMELINE: Quarterly meetings at Malmstrom AFB.

METHOD: The Task Force will strongly emphasize the Airman Against Drunk Driving (AADD) program on Malmstrom AFB before holidays and other national sporting events through the Task Force's AADD representatives.

PROCESS: This emphasis will be accomplished via the base newspaper, <u>THE GUARDIAN</u>, the base magazine <u>HeadsUP</u>, Malmstrom's television channel, social media and face-to-face briefings.

TIMELINE: Before holidays and national sporting events.

FOCUS: YOUNG DRIVERS/ILLEGAL DRINKERS.

PROBLEM: Young adult drivers (ages 18-24) continue to be significantly over represented in alcoholinvolved crashes.

METHOD: Raise awareness and the need for intervention in a drinker's spouse, significant others and friends

PROCESS: Develop a PI&E campaign to address the need of spouses, significant others and friends to intervene to prevent impaired/drunk drivers from getting behind the wheel.

TIMELINE: To be done throughout the year as the Task Force determines.

METHOD: PI&E to teenagers.

PROCESS: Develop a PI&E campaign that targets underage drinkers. The Task Force will develop, in conjunction with high school students and distribute monthly, school newspaper ads which extol the benefits of being alcohol and drug-free as well as the consequences of illegal use of alcohol and drugs. Additionally, the Task Force will provide articles to discourage underage drinking for insertion into school newspapers.

TIMELINE: To be done monthly during the school year and just prior to graduation.

PROCESS: The Task Force will advertise at each high school in the county and with local media <u>and</u>

<u>Cascade County DUI Website</u> the availability of two scholarships of \$750.00 to graduating students who have demonstrated their involvement, via letter to the Task Force, in some aspect of how alcohol has affected themselves or a family member and what he/she did to avert becoming involved with alcohol.

TIMELINE: To be advertised 3 months prior to graduation/awards ceremony.

PROCESS: The Task Force will develop and distribute PROMise cards to remind prom goers to make the most important choice that night to be alcohol and drug-free.

METHOD: The Task Force will get a local printer to print 750 of the cards free of charge and Task Force members will distribute them to all the schools in the county so that when students buy their prom tickets, the sellers will also give a PROMise card to the students. Additionally, some flower and tuxedo shops will also attach them to the flower boxes and tux covers so the students will see them when they pick up their flowers and tuxedos.

TIMELINE: To be done just prior to proms.

METHOD: PI&E to parents regarding their parental responsibilities concerning their children's use of alcohol, how and where they obtain it and how to help eliminate access.

PROCESS: Continue the PI&E campaign that targets educating parents of minors on advocating talking to their kids about alcohol use/abuse. The information will include the methods minors use to get alcohol, such as using fake, altered or some other person's ID card, third party sales and stealing from the Parents' own alcohol supply. Information, both verbally and printed pamphlets, will be presented by the community service coordinator and his assistant during the time when teens convicted of alcohol possession and their parents sign up to do their court ordered community service.

TIMELINE: Will be done on an every time as teens and their parents appear for signing up to do community service.

METHOD: PI&E to teens and parents the necessity of initiating a dialog regarding the teens refusing to drink and securing a safe ride home from the parent and that the parent will also not get behind the wheel and drive after he/she has been drinking.

PROCESS: The Task Force will provide approximately 400 "Contracts of Choice" to teens and parents when they and their teen sign up for court ordered community service. Additional Contracts will be distributed during the annual health fair. The Contract stipulates that the teen will, communicate their positive values pertaining to alcohol/illicit drug use, and set a good example for non-use to friends and family. The teen also agrees to call the parent or guardian for advice or a ride home wherever illegal drinking or drug use is occurring. The parent or guardian agrees to communicate clear rules and expectations about alcohol and illicit drug use, explain risk and dangers of using, and by setting a good example to their children. The parent or guardian also agrees to respond at any hour, to any place with no questions asked or will pay for a taxi home if their teen ever calls for a ride home in order to leave a situation involving illegal drinking or illicit drugs is taking place. The parent or guardian also agrees to seek safe, sober transportation home if they themselves are ever in a situation where he/she has had too much to drink. As the Task Force Coordinator is also the Community Service Coordinator for the courts, he enrolls all teens that are convicted of minor-in-possession of alcohol and are required to perform community service into the community service program. At that time he or his assistant explains the "Contract of Choice" to both the parent and teen and the reasons they should both sign it. The MIP-A Law is also explained to them, how it applies to them, and what they must do to avoid violating the MIP-A Law. In May 2015, 2,844 information letters and "Contracts of Choice" were sent to every 8th, 9th, 10th, 11th and 12th graders. More will be sent to every 7th and 8th graders in the fall at the beginning of the school year. This will happen every school year from now on.

TIMELINE: Will be done on an almost daily basis as teens and their parents appear for signing up to do community service.

PROCESS: The Task Force collaborates with the Great Falls Public School District's Office and the Alliance for Youth's MIP-Alcohol Task Force. Statistics indicate there are numerous school-aged drinkers who are not complying with their sentences regarding completing an alcohol education course.

TIMELINE: On a monthly basis during the school year.

PROCESS: Collaborate with local groups, primarily through Gateway Recovery. A Task Force member is a Gateway Recovery Prevention Specialist. She will initiate and conduct alcohol and drug education programs in Cascade County schools.

PROCESS: The Task Force will advocate to parents the Social Host message to not serve alcohol to teens

during graduation parties.

METHOD: When a Task Force member presents a scholarship award to a teen during a school award ceremony, the member will speak to the assembled audience and the teens to not serve or consume alcohol at graduation parties. The Task Force will assist the Alliance for Youth with the "Sticker Shock" campaign by attaching a message to beer containers promoting non-sales to minors. Social media will be used to help promote the social host message.

METHOD: The Coordinator will write a letter to local media essentially warning parents who may be thinking of hosting a graduation party to not serve or allow any alcohol to be consumed as there would be potentially catastrophic consequences such as crashes, deaths and law suits.

TIMELINE: One to two weeks prior to graduation.

PROBLEM: Cascade County youths report that alcohol is easily obtained through persons over the age of 21 to include but not limited to friends and family.

METHOD: Raise awareness and promote the development of Social Hosting Ordinance

PROCESS: Inform public of the dangers of underage drink at social events with pamphlets and pare with other organizations for support of a county wide Social Hosting Ordnance

TIMELINE: To be done throughout the year as the Task Force determines.

## CONTRACT OF CHOICE





### A DECISION TO LIVE ABOVE THE INFLUENCE

	-	a student, I will
		thick the boxes below
		Communicate my positive values about alcohol and illicit drug use to my friends and family.
		Talk often with my parents about the risks and dangers of alcohol and drug use.
		Talk to my parents about their rules and expectations on alcohol and drug use.
		Set a good example for my friends by not using alcohol.
		Set a good example for my friends by not using prescription medicine not prescribed to me
		Set a good example for my friends by not using marijuana.
		Party the right way!
	will in je und	teenager, I agree that if I am ever faced with a situation where illegal drinking or drug use is occurring, I call you for advice and/or a ride home at any hour from any place, or any situation where my safety may be opardy. I will wear and comply with seat belt laws. I have discussed this contract with you and fully erstand your expectations regarding my involvement with underage drinking and the use of illegal drugs.
	My	Signature of Teenager Date
	Please	an adult and/or guardian, I will empower youth by  theix the boxes below  Setting and communicating clear rules and expectations about alcohol and illicit drug use to my children and youth in my life.
		Talking often with my children and youth in my life about the risks/dangers of alcohol and drug use.
		Setting an example by: 1) never using illegal drugs or prescription medicine not prescribed to me and 2) drinking alcohol responsibly
		Never providing alcohol/illicit drugs to youth; nor allowing youngsters to drink alcohol or use drugs on my property.
-		Communicating positive values, and encouraging my family and friends to follow these same guidelines.
	argu discu whe	parent or guardian, I agree to come and get you at any hour, at any place without asking questions or ing with you. If I cannot personally transport you, I will pay for a taxi to bring you safely home. We will use the situation at a later time. I agree to always seek safe, sober transportation if I am ever in a situation re I have had too much to drink or my safety is in jeopardy. I will also wear and comply with seat belt laws.
	My	bledge to you and myself,  Signature of Adult and/or Guardian Date  Date
1		rightstate of Addit and, of Constant

& Please Post this Contract on your Refrigerator as a reminder &

METHOD: The Task Force will provide whatever support law enforcement needs such as funds for overtime hours, mailing and postage funds to notify establishments of alcohol sales training classes and any other support they may need.

TIMELINE: As the police department conducts compliance checks and schedules classes throughout the year.

FOCUS: REDUCE THE NUMBERS OF IMPAIRED PERSONS LEAVING ESTABLISHMENTS THEN DRIVING.

PROBLEM: Persons who patronize licensed establishments who may be under the influence of alcohol should have means available for safe transportation home.

METHOD: Continue support for establishments and organizations.

PROCESS: Support "Home Safe" .an alternative transportation program utilizing the local taxi company and sponsored by the Cascade County Tavern Association for impaired patrons by contributing funds not to exceed \$3000. "Home Safe" is an organization that is partially sustained with annual membership fees paid by licensed establishments and distributors who subscribe to the service. The Task Force will react to monetary requests from the Tavern Association for taxi rides

TIMELINE: As requests for funds are received.

FOCUS: INCREASE LAW ENFORCEMENT CAPABILITIES AND VISIBILITY.

PROBLEM: Cascade County law enforcement agencies (MHP, CCSO, GFPD, MAFB and Adult Probation and Parole) have limited budgets with which to purchase and repair DUI enforcement related equipment and supplies.

METHOD: Increase capabilities and visibility of local law enforcement agencies which in turn will help them to more efficiently detect, stop and arrest drunk drivers and underage drinkers.

PROCESS: React to law enforcement agencies' requests for initial purchases and reimbursements of equipment, and supplies used in DUI and Minor-in-Possession (MIP) of alcohol enforcement and prevention activities.

TIMELINE: Usually monthly as law enforcement agencies present requests to the Task Force.

PROCESS: Recognize the law enforcement officers through a formal, annual recognition program to let them know they are appreciated and are making a difference in reducing drunk/impaired driving. The Task Force will solicit an individual from each of the five law enforcement agencies within Cascade County; Great Falls Police Department, Cascade County Sheriffs Office, Montana Highway Patrol, Malmstrom AFB Law Enforcement, Adult Probation & Parole Bureau, and a city and a prosecutor from the City or County Attorney's Office. Gifts will be donated from local merchants as well as plaques from the Task Force. The spouses/significant others will also be recognized for their support of the honoree. News media will be invited and a press release will be developed and distributed which explains the reason for the ceremony and why the honorees were selected.

TIMELINE: Annually during the month of May Task Force Meeting.

<u>FOCUS:</u> EDUCATE ALCOHOL SELLERS, SERVERS AND LICENSE HOLDERS OF THE LAWS REGARDING ILLEGAL ALCOHOL SALES.

PROBLEM: Many sellers, servers and license holders do not have a clear understanding of the laws and legal implications when they sell to under age persons or violate other liquor laws.

METHOD: Provide any state approved responsible alcohol sales training sessions to educate approximately 2,000 clerks, bartenders, license owners, managers and other purveyors of alcohol. Provide written materials for reference regarding ID cards and drivers licenses.

PROCESS: Support and promote compliance with Montana liquor laws by assisting with state approved Responsible Alcohol Sales training sessions. The sessions are designed to teach participants alcohol laws, merchant liability, effective store policies and how to identify fake ID's. The class utilizes instructors trained by the Montana Department of Revenue and who have unique perspectives and a Montana Department of Revenue Power Point presentation. Handouts include booklets on *Responsible Alcohol Sales* and brochures on Montana's DUI and MIP laws. Additional free items such as handouts showing how to detect fake ID's, posters, cold case decals, and "No ID - No sale" buttons are provided courtesy of the Task Force, Gateway Recovery and GFPD.

TIMELINE: Approximately every 6 months.

PROCESS: The Task Force will provide, usually during state approved Responsible Alcohol Sales training sessions, free to licensed establishments, 50 of the latest edition of the <u>ID CHECKING GUIDE</u>. The guides show each state's ID cards and driver's licenses as well as Canadian and U.S. Federal Identification cards. The guides cost the Task Force \$17.15 each but the Task Force feels it is a small price to pay to help purveyors of alcohol avoid illegal alcohol sales.

TIMELINE: When requested by managers and license holders of licensed establishments and during state approved Responsible Alcohol Sales training sessions.

METHOD: The Task Force has and will continue to award "KUDO" cards to purveyors of alcohol when a Task Force member sees a purveyor demonstrates an effort to properly "card" individuals or otherwise determine compliance with the law.

PROCESS: Task Force members have "KUDO" cards in their possession and when observing a purveyor complying with the law will tell the purveyor they have done a good job and issue them a card. Additionally referrals from the City Attorney regarding persons who called 911 to report drunk drivers which resulted in a conviction or guilty plea will also receive a gift card. The card has the Coordinator's name and phone number to call and when makes contact, the Coordinator Will present a \$10.00 gift card to the purveyor to use at over 90 locations in Great Falls.

TIMELINE: Ongoing throughout the year.

METHOD: The Task Force will partner with local law enforcement during compliance checks

PROCESS: The Task Force will provide KUDO cards to law enforcement to present to establishments that pass the compliance checks. All individuals presented the KUDO Card for passing the compliance checks will notify the DUI Coordinator for a gift certificate to be spent in the local community.

TIMELINE: Coordination will be done prior to the start of each compliance check.

### Projected Cascade County DUI Task Force Budget

1 July 2021 - 30 June 2022

Salaries/Wages Employer Contributions

IT Supplies	\$100.00
Operating Supplies	\$800.00
Enforcement Supplies	\$3,000.00
Publicity	\$4,000.00
Internet	\$504.00
Professional Services	\$8,451.00
Audit Fee	\$45.00
Coordinator	\$9,600.00
Scholarships	\$1,500.00
Other purchases/services	\$8,000.00
TOTAL	\$36,000.00

## <u>ESTIMATED</u> REVENUE FROM DUI REINSTATEMENT FEES: \$24,000.00

## Additional \$12,000.00 from overage of 2020-202 budget.

#### 2020-2021 Budget:

Salaries/Wages Employer Contributions

IT Supplies	\$100.00
Operating Supplies	\$800.00
Enforcement Supplies	\$3,000.00
Publicity	\$4,000.00
Internet	\$504.00
Professional Services	\$8,451.00
Audit Fee	\$45.00
Coordinator	\$9,600.00
Scholarships	\$1,500.00
Other purchases/services	\$8,000.00
TOTAL	\$36,000.00
TOTAL	\$30,000.00

<sup>-</sup>An additional \$378.50 more was added to Enforcement Supplies.

(HB-132)

Appendix A

## Task Force Members' Contact Information

Ted Szyndera 455-2376 Benefis Health Systems 500 15<sup>th</sup> Ave s Great falls, MT 59405

Chris Vermillion 771-5016 Gateway Recovery 26 4<sup>th</sup> St N Great Falls, MT 59401

Capt. John Schaffer 455-8413

Great Falls Police Department P.O. Box 5021 Great falls, Mt 59401

Joseph Williams 455-9330 DUI Task Force Coordinator 1019 15<sup>th</sup> St N Great Falls, MT 59401

SSgt Randi White AADD 3410ss/0SW Malmstrom AFB, MT 59404 Mark Dunn 455-8478 Asst. City Attorney P.O. Box 5021 Great Falls, MT 59403

Preston Rammell 454-6904 Deputy County Attorney 121 4<sup>th</sup> St N. Suite 2A Great Falls, MT 59401

Capt. Scott Van Dyken 454-8091 Cascade County Sheriff's Office 3800 Ulm N. Forntage Rd Great Falls, MT 59404

Cory Purvis 268-3209 Adult Probation & Parole Officer 219 5<sup>th</sup> St S. Suite A Great Falls, MT 59405

Mark Hewitt 731-4451 341 Med Group Malmstrom AFB, MT 59404 John Hayes 454-3360 Cascade County Tavern Assoc. 2821 4<sup>th</sup> Ave N Great Falls, MT 59401

Shellie Babinecz Great Falls Pre-Release Rep 1019 15<sup>th</sup> St N Great Falls, MT 59401

Trooper Dan Arnold 453-1121

Montana Highway Patrol 812 14<sup>th</sup> St N. Great Falls MT

Jim Larson 454-6814 County Commissioner 325 2<sup>nd</sup> Ave N Great Falls, MT 59401

Darren Brown Great Falls Citizen Member

# Task Force Members' E-Mail Addresses

Name:	E-Mail Address
Jim Larson	jlarson@cascadecounty.gov
Joseph Williams	Joseph@GFPRC.org
Chris Vermillion	chris@gatewayrecovery.org
Cory Purves	Cpurves@MT.Gov
Mark Dunn	Mdunn@greatfalls.net
Ted Szudera	tedsedera@bebefis.org
Heather Hoyer	Heather hoyer@gfps.k12.us
SSgt Randi White	Randi.white.1@us.af.mil
Capt. John Schaffer	Jschaffer@greatfallsmt.net
John Hayes	Jhayes165@gmail.com
Preston Rammell	prammell@cascadecuntymt.gov
Trooper Dan Arnold	darnold@mt.gov
Capt. ScottVanDyken	svandyken@cascadecountymt.gov
Mark Hewitt	Mark.hewitt.5@us.af.mil

# 2021-2022

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May 11, 2021 Agenda #3

# Agenda Action Report Prepared for the Cascade County Commission

ITEM: Mutual Agreement and Settlement

INITIATED AND PRESENTED BY: Carey Ann Haight, Deputy County Attorney

ACTION REQUESTED: Approval of Contract 21-68

#### **BACKGROUND:**

In August, 2019, Cascade County filed a lawsuit against the State, *Cascade County v. State of Montana*, CDV-2019-1181, Lewis and Clark County, alleging underpayment under Cascade County Contract 17-95 for inmates incarcerated in both the Cascade County Detention Center and the Great Falls Regional Prison. In addition, Cascade County has sought early termination of its Contract to Provide Operation and Management Services Minimum, Medium and Close Custody Prison for Adult Male Offenders. The contract has a termination date of June 30, 2024. Following negotiations between State officials, the Sheriff and Undersheriff, a Mutual Agreement and Settlement has been crafted which is believed to be in Cascade County's best interests to resolve the ongoing litigation, potential litigation and cease operations at the Cascade County Detention Center as a Great Falls Regional Prison. Consideration for the Mutual Agreement and Settlement includes dismissal with prejudice of the August 2019 litigation, cancellation of the Operation and management Services Agreement for Adult Male Offenders, payment of \$1.5 million to the State of Montana Department of Corrections, and execution of a new County Detention Center Reimbursement Agreement.

**RECOMMENDATION:** Approval of Contract 21-68.

#### TWO MOTIONS PROVIDED FOR CONSIDERATION:

#### **MOTION TO APPROVE:**

Mr. Chair, I move that the Commission APPROVE Contract 21-68, a Mutual Agreement and Settlement between Cascade County and the State of Montana Department of Corrections.

#### **MOTION TO DISAPPROVE:**

Mr. Chair, I move that the Commission DISAPPROVE Contract 21-68, Mutual Agreement and Settlement between Cascade County and the State of Montana Department of Corrections.

#### MUTUAL AGREEMENT AND SETTLEMENT

This Mutual Agreement and Settlement (Agreement) is entered into between Cascade County, and the Montana Department of Corrections (State). Cascade County and the State are collectively referred to as the "Parties."

#### Recitals

- 1. Cascade County has filed a lawsuit against the State, *Cascade County v. State of Montana*, CDV-2019-1181, First Judicial District, Lewis and Clark County, alleging underpayment for inmates incarcerated in both the Cascade County Detention Center and the Great Falls Regional Prison.
- 2. Cascade County seeks early termination of the Contract to Provide Operation and Management Services Minimum, Medium and Close Custody Prison for Adult Mail Offenders, ("Great Falls Regional Prison Contract"). The contract has a termination date of June 30, 2024.
- 3. The Parties believe it is in their best interests to resolve their ongoing litigation and potential litigation through this Agreement.
- 4. Based on the consideration and mutual promises contained in this agreement, the Parties agree as follows:

#### **Terms**

- 5. The Parties agree to mutually terminate the Great Falls Regional Prison Contract on June 30, 2021.
- 6. The State agrees to remove all inmates and State property from the Great Falls Regional Prison by the end of the day, June 30, 2021, so that Cascade County may take full possession of the facility on July 1, 2021.
- 7. Cascade County agrees to pay the State the sum of one-million five hundred thousand dollars (\$1,500,000), by September 1, 2021.
- 8. Cascade County will dismiss *Cascade County v. State of Montana*, CDV-2019-1181, First Judicial District, Lewis and Clark County, with prejudice. Each party shall pay their respective costs and attorneys' fees.
- 9. This Agreement is contingent upon and not effective absent Legislative consent to move, discontinue or abandon the Great Falls Regional Prison.
- 10. Cascade County will enter into a County Detention Center Reimbursement Agreement. Attached as Exhibit A.
- 11. In exchange for the above consideration, Cascade County forever releases and discharges the State, the State's heirs, personal representatives, successors, assigns, agents, partners, directors, officers, employees and attorneys from any and all actions, claims, causes of action,

demands, or expenses for damages or injuries, whether asserted or unasserted, known or unknown, foreseen or unforeseen, arising out of the Great Falls Regional Prison Contract and any events or claims described in *Cascade County v. State of Montana*, CDV-2019-1181, First Judicial District, Lewis and Clark County, or any other claims accruing prior to the date of this Agreement.

- 12. In exchange for the above consideration, the State forever releases and discharges Cascade County, Cascade County's heirs, personal representatives, successors, assigns, agents, partners, directors, officers, employees and attorneys from any and all actions, claims, causes of action, demands, or expenses for damages or injuries, whether asserted or unasserted, known or unknown, foreseen or unforeseen, arising out of the Great Falls Regional Prison Contract and any events or claims described in *Cascade County v. State of Montana*, CDV-2019-1181, First Judicial District, Lewis and Clark County, or any other claims accruing prior to the date of this Agreement.
- 13. Inasmuch as the injuries, damages, and losses resulting from the events described herein may not be fully known and may be more numerous or more serious than it is now understood or expected, the Parties agree, as a further consideration of this agreement, that this Agreement applies to any and all injuries, damages and losses resulting from the Great Falls Regional Prison Contract and any events or claims described in *Cascade County v. State of Montana*, CDV-2019-1181, First Judicial District, Lewis and Clark County, even though now unanticipated, unexpected and unknown, as well as any and all injuries, damages and losses which have already developed and which are now known or anticipated.
- 14. It is understood that the above consideration is accepted as consideration for full satisfaction and accord to compromise disputed claims, and that neither this agreement, nor the negotiations for this Agreement shall be considered as an admission of liability.
- 15. The Parties will cooperate fully and execute all supplementary documents and take all additional actions necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.
- 16. This Agreement constitutes the entire agreement between the Parties concerning the subject matters thereof, and there are no other written or oral agreements, understandings, or arrangements between the parties regarding the subject matters of this Agreement.
- 17. Should any provision of this Agreement be determined to be unenforceable, all remaining terms and clauses shall remain in force and shall be fully severable.
- 18. The laws of the State of Montana shall apply to the interpretation of this Agreement and any suit brought in the First Judicial District, Lewis and Clark County.
- 19. This written Agreement constitutes the final agreement between the Parties and shall supersede any oral agreements to the contrary.
- 20. This Agreement may be executed in counterpart and a facsimile or other electronic signature shall be as effective as an original.

21 ur	Releasor has carefully read the foregoing, discussed its legal effect with Releasor's attorney, and accords the contents thereof, and signs the same of Releasor's own free will and accord.
	DATED this day of, 20
	CAUTION: READ BEFORE SIGNING!  OARD OF COUNTY COMMISSIONERS,  ASCADE COUNTY
Jo	e Briggs, Chairman
Ja	mes L. Larson, Commissioner
Do	on Ryan, Commissioner
A	TTESTED this day of, 2021
C	ascade County Clerk & Recorder
	APPROVED AS TO FORM: sh Racki, County Attorney
De	eputy County Attorney
be en fro	The County Attorney has provided advice and approval of the foregoing document language or shalf of the Board of Cascade County Commissioners, and not on behalf of other parties or tities. Review and approval of this document by the County Attorney was conducted solely om a legal perspective and for the exclusive benefit of Cascade County. Other parties should at rely on this approval and should seek review and approval by their own respective counsel.

DATED this day of	, 20
	CAUTION: READ BEFORE SIGNING!
	Representative for The State
STATE OF MONTANA	)
County of	:ss. )
This instrument was acknowled 20, by	edged before me on the day of
	Typed or Printed Name: Notary Public, State of Montana Residing at: My Commission Expires:
APPROVED BY:	My Commission Expires:
Attorney for the State	

By \_\_\_\_\_Attorney Name

			_

May 11, 2021 Agenda #4

# Agenda Action Report Prepared for the Cascade County Commission

ITEM: MDOC Per Diem Calculation

INITIATED & PRESENTED BY: Undersheriff Cory Reeves

Cascade County Sheriff's Office

ACTION REQUESTED: Approval of Contract 21-69

#### **BACKGROUND:**

This is a Contract made and entered into by Montana Department of Corrections (MDOC) and Cascade County. This Agreement shall be effective July 1, 2021 through June 30, 2023. The standard rate for the initial term of per diem for General Population offenders is \$69.63 per offender, per day as agreed upon by both parties upon Correction Facilities submitted by the COUNTY. Unless superseded by legislation, this per diem rate will remain in effect until a new rate is submitted by the COUNTY and agreed upon, in writing, by both parties in accordance with the MDOC Per Diem Calculation Worksheet for Regional Correctional Facilities required by 53-30-507-MCA and ARM Title 20, Chapter 28 and included herein as Attachment A.

**TERM:** July 1, 2021 to June 30, 2022

**AMOUNT:** Reimbursement of \$69.63 per offender, per day

**RECOMMENDATION:** Approval of Contract 21-69.

#### TWO MOTIONS PROVIDED FOR CONSIDERATION:

#### MOTION TO APPROVE:

Mr. Chairman, I move that the Commission **approve** Contract 21-69, MDOC Per Diem Calculation.

#### MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commission **disapprove** Contract 21-69, MDOC Per Diem Calculation.

#### COUNTY DETENTION CENTER REIMBURSEMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between the DEPARTMENT OF CORRECTIONS, P.O. Box 201301, 5 S. Last Chance Gulch, Helena, Montana 59620-1301 hereinafter referred to as "State" and **Cascade County**, 3800 Ulm N. Frontage Rd., MT 59404 hereinafter referred to as "County."

NOW THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants contained in this Agreement, State and County agree as follows:

#### I. DEFINITIONS

- **A.** "Confinement" means the inmate is placed in a housing, detention, or isolation unit and provided with clothing, bedding, or a meal.
- **B.** "Day" means the 24-hour period (12:00 a.m. to 12:00 midnight) that is represented as one of the seven designated days of the week.
- **C.** "Detention Center" means a facility established and maintained by an appropriate entity for the purpose of confining arrested persons or persons sentenced to the detention center.
- **D.** "Inmate" means a person who is confined in a detention center.

#### II. DURATION OF THE AGREEMENT

A. <u>TERM:</u> This Agreement shall be in effect **July 1, 2021 and terminate on June 30, 2023** unless terminated earlier in accordance with the terms of this Contract. This Contract may, upon mutual agreement and according to the terms of the existing Contract, be renewed on a biennial basis for a period not to exceed a total of Seven (7) years, including the initial term and any renewals.

County Detention Center Reimbursement Agreement Cascade County

- **B.** <u>RENEWAL:</u> Upon expiration of the term of this Agreement, the Agreement can be automatically renewed, on a month-to-month basis, for no more than ninety (90) days pending renewal.
- **C.** <u>TERMINATION</u>: Either party may terminate this Agreement, without cause, upon thirty (30) days written notice to the liaisons identified in Section V of this Agreement.
- D. MODIFICATION & ASSIGNABILITY: This Agreement contains the entire agreement between the parties and no statements, promises, or inducements made by either party, or agents of either party, that are not contained in or authorized by this written Agreement, are valid or binding. This Agreement may not be enlarged, modified, or altered except upon written agreement of all parties.

#### III. COMPENSATION

- **A.** ESTABLISHMENT OF DAILY PER DIEM RATE: County agrees that the "costs of reasonable confinement" established herein are based on the reasonable costs and are exclusive of capital construction costs in accordance with 7-32-2242(2), MCA (2019).
- **B.** PAYMENT OF DAILY PER DIEM RATE: State agrees to pay County a daily per diem rate for each inmate confined in the County detentioncenter who is the financial responsibility of State. The daily per diem rates is \$69.63 per day for Fiscal Years 2022 and 2023. Reimbursement will include the first day of confinement (as described herein) but will not include the last day of confinement when the inmate is released/transferred from custody of the county detention center.
  - 1.) State will pay for:
    - i. A parole violator;
    - ii. A probationer serving a Department of Corrections sanction; and/or
    - iii. Confinement of an inmate upon oral pronouncement of a felony sentence of imprisonment or commitment to the Department of Corrections, unless the inmate continues to serve a county jail sentence of incarceration or unless the inmate has pending felony charges for which bond has been set.
- C. MEDICAL REIMBURSEMENT: Under the terms of this Agreement, State will pay medical costs of inmates confined in the county detention center who are the responsibility of State. Medical costs shall be based on currently approved Medicaid reimbursement rates. State will not reimburse expenses exceeding these rates. The State agrees to provide direct payment to the medical service provider, if requested to do so by County.

County Detention Center Reimbursement Agreement Cascade County

- 1.) The determination to provide an inmate with non-emergency medication, medical services, or hospitalization shall be at the discretion of the detention center administrator.
- **2.)** Prior to authorizing non-emergency medical services for inmates whose medical costs are the responsibility of the State, County shall contact the State Health Services Bureau Chief at (406) 846-1320 ext. 2254.
- **3.)** County agrees to provide inmates with emergency medical treatment in accordance with acceptable standards of practice.
- **4.)** In the event an inmate requires hospitalization and the resulting medical costs are the responsibility of State, the Stateagrees to reimburse County for costs associated with providing on-site security, including wages, employer contributions, and related incidental costs. County agrees to notify the State of said hospitalizations within 24-hours of occurrence.
- **D.** <u>COUNTY-TO-COUNTY TRANSFER:</u> If County transfers an inmate to another county detention center, State shall reimburse each county inaccordance with their County Detention Center Reimbursement Agreement.
- **E.** <u>BILLING:</u> On a monthly basis, County shall furnish State with an itemized statement specifying the name, date of birth, and dates of confinement of each inmate whose confinement expenses are the responsibility of the State. County agrees to furnish a separate itemized statement for medical expenses that are the responsibility of State, as provided by this Agreement.

#### IV. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

County may not assign, transfer, or subcontract any portion of this Agreement without State's prior written consent (18-4-141, MCA). County is responsible to State for the acts and omissions of all subcontractors agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by County. No contractual relationships exist between any subcontractor and State under this Agreement.

#### V. ACCESS AND RETENTION OF RECORDS

County agrees to provide the State, the Legislative Auditor, or their authorized agents with access to any records necessary to determine contract compliance. County agrees to create and retain records supporting the services rendered for a period of eight years after either the completion date of the Agreementor the conclusion of any claim, litigation, or exception relating to the Agreement taken by

County Detention Center Reimbursement Agreement Cascade County

the State of Montana or third party.

#### VI. INDEMNIFICATION

County shall protect, defend, indemnify, and save harmless the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, from and against all claims, liabilities, demands, causes of action judgments, and losses, including all cost of defense and reasonable attorney fees, arising in favor of or asserted by County's employees and agents, its subcontractors, its subcontractor's employees and agents, or third parties on account of property damage, personal injury, bodily injury, death, or financial or other loss of any kind that in any way directly or indirectly, arise or allegedly arise out of or in connection with this Agreement.

County waives all claims, demands, causes of action, and recourse against the State, including claims of contribution or indemnity, arising in favor of County on account of property damage, personal injury, bodily injury, death, or financial or other loss of any kind that in any way, directly or indirectly, arise or allegedly arise out of or in connection with this Agreement.

#### VII. INSURANCE

- A. GENERAL REQUIREMENTS: County shall maintain for the duration of this Agreement, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by County, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be cause by any negligent act or omission.
- **B.** PRIMARY INSURANCE: County's insurance coverage shall be primary insurance with respect to State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by State, its officers, officials, employees, or volunteers shall be excess of County's insurance and shall not contribute with it.
- C. SPECIFIC REQUIREMENTS FOR COMMERCIAL GENERAL LIABILITY: County shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$750,000 per occurrence and \$1,500,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of County or its officers, agents, representatives, assigns, or subcontractors. State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for liability arising out of activities performed by or on behalf of County, including

County Detention Center Reimbursement Agreement Cascade County

the insured's general supervision of County, products and completed operations, and the premises owned, leased, occupied, or used.

- **D.** <u>DEDUCTIBLES AND SELF-INSURED RETENTIONS:</u> Any deductible or self-insured retention must be declared to and approved by State. At the request of State either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects State, is officers, officials, employees, or volunteers; or (2) at the expense of County, County shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.
- E. CERTIFICATE OF INSURANCE/ENDORSEMENTS: A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages has been received by the Department of Corrections, P.O. Box 201301, Helena, Montana 59620-1301. The certificates must name the State of Montana as certificate holder and County shall provide copies of additional insured endorsements required by County's commercial general liability policy. County must notify State immediatelyof any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. State reserves the right to require complete copies of insurance policies at all times.

#### VIII. COMPLIANCE WITH WORKERS' COMPENSATION ACT

County shall comply with the provisions of the Montana Workers' Compensation Act while performing work for State of Montana in accordance with §§ 39-71-401, 39-71-405 and 39-71-417 MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither County nor its employees are State employees. This insurance/exemption must be valid for the entire Agreement term and any renewal. Upon expiration, a renewal document must be sent to Department of Corrections, P.O. Box 201301, Helena, Montana 59620-1301.

#### IX. COMPLIANCE WITH LAWS

County shall, in performance of work under this Agreement, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1974, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. County is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act 42 U.S.C. § 18001 et seq. County will comply with the Prison Rape Elimination Act 34 U.S.C. § 3031, et seq., the Prison Rape Elimination Act

County Detention Center Reimbursement Agreement Cascade County

final rule 28 CFR Part 115, MDOC Policy 1.3.17, Prison Rape Elimination Act, and ACCD 1.3.1400 PREA to include incident reporting. County shall establish a zero-tolerance policy to incidents of sexual assault/rape or sexual misconduct. County is referred to § 45-5-501, MCA. Any subletting or subcontracting by County subjects its subcontractors to the same provisions. In accordance with § 49-3-207 MCA, and State of Montana Executive Order No. 04-2016, Contractor agrees that the hiring of persons to perform this Agreement will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Agreement.

The Affordable Care Act requires a contractor, if contractor is an applicable large employer under the ACA, to provide healthcare coverage for its employees who provide services for the State and work for 30 or more hours per week. This coverage must also cover the eligible employee's dependents under theage of 26. The coverage must (a) meet the minimum essential coverage, minimum value and affordability requirements of the employer's responsibility provisions under Section 4980H of the Code (ACA) and (b) otherwise satisfy the requirements of the Code §4980H (ACA) if provided by the State.

Additional Indemnification: Claims under this provision also include those arising out of, or in any way connected with County's breach of this Agreement, including any Claims asserting that any of the County's employees are actually employees or common law employees of the State or any of its agencies, including but not limited to, excise taxes or penalties impose on the State under the Code §§ 4980H, 6055 or 6056.

Reporting Requirements: County, if County is an applicable large employer under the ACA, further states that it shall satisfy all reporting requirements under the Code §§ 6055 and 6056 (ACA) with respect to individuals who perform services for the State.

<u>Auditing:</u> The State may audit County's operations to ensure thatthe Count has complied with the statements made above.

#### X. DISABILITY ACCOMODATIONS

The State does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should

County Detention Center Reimbursement Agreement Cascade County

provide as much advance notice as possible.

#### XI. LIAISON

Carleen Green, <u>carleen.green@mt.gov</u>, (406) 444-4939, is the Contract Administrator for State. Contract Administrator, or designee, shall perform all administrative duties on State's behalf. Written notices and requests, or any issues not related to project management and coordination regarding this Contract should be directed to State's Contract Administrator.

Cory Reeves, Undersheriff, <u>creeves@cascadecountymt.gov</u>, (406) 454-7683, is the liaison for the County.

Liaison or their successors or assigns, shall serve as liaisons for purposes of discussions with respect to this Agreement. Liaisons and Contract Administrator may be changed by written notice to the other party. Written notices, requests, or complaints must be directed to the Liaison and Contract Administrator. Notice may be provided by email, personal service, mail, or facsimile. If notice is provided by email, personal service, or facsimile, the notice is effective upon receipt; if notice is provided by mail, the notice is effective three (3) business days after date of mailing.

#### XII. VENUE

This Agreement is governed by the laws of Montana. This parties agree that any litigation arising from this Agreement must be brought to the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay itsown costs and attorney fees.

#### XIII. MISCELLANEOUS PROVISIONS

- **A.** This Agreement must be filed with the appropriate county clerk and recorder and the Secretary of State, pursuant to Title 7, Chapter 11, Part 1, MCA.
- **B.** There shall be no separate legal entity created as a result of this Agreement.
- **C.** This Agreement will not result in the acquisition of property requiring disposal upon termination of this Agreement.
- **D.** The above-stated provisions constitute the entire Agreement between the parties hereto.
- **E.** The captions and headings set forth in this Agreement are for convenience of reference only and shall not be construed so as to define or limit terms or provisions thereof.

County Detention Center Reimbursement Agreement Cascade County

	materially dependent.	
XIV.	SIGNATURES	
	STATE	
	BRIAN GOOTKIN, Director Department of Corrections	Date
	COUNTY	
	REVIEWED FOR LEGAL CONTENT BY:	
	MOLENDA McCARTY, Legal Counsel Department of Corrections	Date
	REVIEWED AS TO FORM BY:	
	CARLEEN GREEN, Contract Administrator Department of Corrections	Date

E. A declaration by any court or any other binding legal source that any provision of the Agreement is illegal and void shall not affect the legality and enforceability of any other provision of the Agreement, unless the provisions are mutually and

County Detention Center Reimbursement Agreement Cascade County Authority: 18-4-132 MCA

## BOARD OF COUNTY COMMISSIONERS, CASCADE COUNTY

DATED this day of	, 20
Joe Briggs, Chairman	
James L. Larson, Commissioner	
Don Ryan, Commissioner	
ATTESTED this day of	, 2021
Cascade County Clerk & Recorder	
* APPROVED AS TO FORM: Josh Racki, County Attorney	
Deputy County Attorney	

County Detention Center Reimbursement Agreement Cascade County

<sup>\*</sup> The County Attorney has provided advice and approval of the foregoing document language on behalf of the Board of Cascade County Commissioners, and not on behalf of other parties or entities. Review and approval of this document by the County Attorney was conducted solely from a legal perspective and for the exclusive benefit of Cascade County. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

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# Agenda Action Report Prepared for the Cascade County Commission

ITEM: Contract Amendment Contract #04-053-DIR

(Ref: Cascade County Contract #16-203, R0337264)

INITIATED AND PRESENTED BY: Cory Reeves, Undersheriff

Carey Ann Haight, Deputy County Attorney

ACTION REQUESTED: Approval of Contract 21-70

#### BACKGROUND:

As part of the Mutual Agreement and Settlement between the State of Montana/Department of Corrections and Cascade County, Cascade County will be reducing the number of adult male prisoners held by Cascade County as the prisoners are transitioned to their new prison location(s). The implementation date for the termination of the Contract to Provide Operation and Management Services Minimum, Medium and Close Custody Prison for Adult Male Offenders is June 30, 2021. However, Cascade County has contemplated a reduction in the adult male prisoner population prior to June 30, 2021. Consequently, the foregoing contract seeks to make an immediate modification to the Contract to Provide Operation and Management Services Minimum, Medium and Close Custody Prison for Adult Male Offenders with regard to the minimum number of adult male prisoners it will be housing.

**RECOMMENDATION:** Approval of Contract 21-70.

#### TWO MOTIONS PROVIDED FOR CONSIDERATION:

#### MOTION TO APPROVE:

Mr. Chair, I move that the Commission APPROVE Contract 21-70, Contract Amendment Contract #04-053-DIR (Cascade County Contract #16-203).

#### MOTION TO DISAPPROVE:

Mr. Chair, I move that the Commission DISAPPROVE Contract 21-70, Contract Amendment Contract #04-053-DIR (Cascade County Contract #16-203).

21-70 .:

## CONTRACT AMENDMENT CONTRACT #04-053-DIR

THIS CONTRACT AMENDMENT (Amendment #13) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 5 South Last Chance Gulch, Helena MT 59601 and Cascade County (COUNTY) Courthouse Annex, Great Falls MT 59401 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of October 22, 2003 and Section 45 provides that the parties may modify their agreement in writing.

WHEREAS, the COUNTY wishes to house Federal detainees prior to the anticipated contract termination date of June 30, 2021 and requires space currently occupied by the Department.

WHEREAS, the Department cannot reduce its inmate count below seventy-six (76) inmates per day without incurring a contractual penalty.

NOW THEREFORE, the parties agree to amend the Contract as follows (new language underlined, old language interlined):

#### SECTION 5-BILLING, PAYMENT, AND COMPENSATION

#### C. PER DIEM

- 3) DEPARTMENT will guarantee payment for a minimum of seventy-six (76) inmates per day, permonth, regardless of the actual number of inmates in the facility.
- 4) 3) [Text Remains the Same]
- 5) 4) [Text Remains the Same]
- 6) 5) [Text Remains the Same]

This constitutes the Amendment to the Contract. All other provisions contained in the original Contract, asamended, shall remain unchanged.

James L. Larson, Commissioner  Don Ryan, Commissioner  ATTESTED this day of, 2021  Cascade County Clerk & Recorder  * APPROVED AS TO FORM: Josh Racki, County Attorney  * The County Attorney has provided advice and approval of the foregoing document language on behalf of the Board of Cascade County Commissioners, and not on behalf of other parties or entities. Review and approval of this document by the County Attorney was conducted solely from a legal perspective and for the exclusive benefit of Cascade County. Other parties should not rely on this approval and should seek review and approval by their	DATED this	_ day of	, 20		,
		C	CAUTION: READ	BEFORE SIGNING	<b>G!</b>
James L. Larson, Commissioner  Don Ryan, Commissioner  ATTESTED this day of, 2021  Cascade County Clerk & Recorder  * APPROVED AS TO FORM: Josh Racki, County Attorney  * The County Attorney has provided advice and approval of the foregoing document language on behalf of the Board of Cascade County Commissioners, and not on behalf of other parties or entities. Review and approval of this document by the County Attorney was conducted solely from a legal perspective and for the exclusive benefit of Cascade County. Other parties should not rely on this approval and should seek review and approval by their		COMMISSIONERS	5,		
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	Board of Cascade County this document by the Cou of Cascade County. Other	y Commissioners, and unty Attorney was cor	l not on behalf of conducted solely from	other parties or entities in a legal perspective a	Review and approval of and for the exclusive benefit
DATED this day of, 20	DATED this	day of	. 20		

Cascade County

Amendment #13 to Contract #04-053-DIR Contracting Authority: 53-30-504, MCA

### **CAUTION: READ BEFORE SIGNING!**

	Representative for The State	_
STATE OF MONTANA	)	
County of	:ss. )	
This instrument was acknowledged	defore me on the day of	, 20, by
·		
	Typed or Printed Name:	
	Notary Public, State of Montana	
	Residing at: My Commission Expires:	
APPROVED BY:	My Commission Expires:	_
Attorney for the State		
ByAttorney Name		